**JOINT ELECTION AND ELECTION SERVICES AGREEMENT BETWEEN THE CITY OF ESTELLINE AND HALL COUNTY**

WHEREAS, Hall County ("County") and the City of Estelline ("City") noted in the signature block ("Participating Entities"), have each called an election;

WHEREAS, the Participating Entities desire to conduct these elections jointly, pursuant to Chapter 271, Texas Election Code, on May 4, 2024;

WHEREAS, the City is located in Hall County, and it is in the best interest of the voters of Hall County who reside within the boundaries of the City for the Participating Entities to conduct an efficient election by entering into a Joint Election and Election Services Agreement (the "Agreement").

NOW, THEREFORE, the Participating Entities adopt this Agreement to hold a joint election, to be conducted and administered by the County Clerk, Kaci Mills (“Contracting Officer”), as follows:

1. SCOPE

The Participating Entities will hold elections on May 4, 2024 ("Election Day") jointly for those City voters residing in Hall County.

1. BALLOT LANGUAGE

Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish to be voted on by the qualified voters of that Participating Entity. The County will provide the City a final proof of ballot language, as it is to appear on the ballot, for final approval. The County will provide a sample ballot to the City. The ballots shall be printed in a timely fashion to be available for: posting on the City’s and County's website, Early Voting by mail, and for programming voting devices for Early Voting by personal appearance.

1. ELECTION CLERKS AND JUDGES

The County Clerk shall serve as a joint Early Voting Clerk. Appointment of the Presiding Election Judges, Alternate Judges, assistant early voting clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the County. The County Clerk may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots.

1. RESPONSIBILITIES OF HALL COUNTY

Hall County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Hall County and of City of Estelline, including but not limited to the following:

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* 1. Recommend and confirm all early *voting* polling place locations. Days and hours for early *voting* on weekdays *will* be those days and hours provided by the County, and in accordance with State law.
  2. Agree to receive and process requests for Early Voting by Mail.
  3. Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
  4. Procure and distribute all necessary election kits and supplies.
  5. Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
  6. Notify the election judges of the date, time, and place of the election and arrange for a facility for holding the election.
  7. Appoint the presiding officers of the early ballot board for processing ballots cast during early voting.
  8. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
  9. Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
  10. Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
  11. Provide its Elections Division staff and offices to administer the Joint Election under the direction of the County Clerk.
      1. Provide and post a sample ballot, whether separate or joint, as may be required by law.

(m) Post the Notice regarding the City’s Election in a prominent location at all polling places during early voting and on Election Day.

1. CANVASS OF RESULTS

Each entity will be responsible for the canvass of the returns regarding its ballot items.

1. LOCATION OF COMMON POLLING PLACES

The common polling places for Election Day are:

|  |  |
| --- | --- |
| ***County Precinct Number*** | ***Polling Place Address*** |
| 101, 202, 302, 402 | **Hall County Courthouse Annex – Commissioners Courtroom**  101 S. 9th Street, Memphis, TX 79245 |
| 201 | **City Hall of Lakeview**  13400 HWY 256, Lakeview, TX 79239 |
| 301 | **City Hall of Estelline**  507 Burnett, Estelline, TX 79233 |
| 401 | **Bob Wills Community Center**  602 Lyles Street, Turkey, TX |

As stated in the Participating Entities' Orders of Election, early voting shall be conducted as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Main** | **Hall County Courthouse Annex – Commissioners Courtroom**  101 S. 9th Street, Memphis, TX 79245 | April 22 – 30, 2024  (Weekdays only) | 8:00 AM – 5:00 PM |

1. ALLOCATION OF ELECTION EXPENSES
   1. It is understood that each Participating Entity will be entering into a separate agreement with the County for conducting the joint election on May 4, 2024, that the terms of such agreements are essentially identical to the terms herein, and that each such Participating Entity will be responsible for their pro rata share of the actual costs and expenses in conducting such joint election. Accordingly, City of Estelline hereby agrees to pay to Hall County as their pro rata share which will be divided equally by the Participating Entities of the actual costs and expenses incurred by the County in conducting the joint election on May 4, 2024. Such actual costs and expenses shall include all expenses attributable to the administration, coordination, and supervision of such joint election, including, without limitation, the actual costs and expenses reasonably and directly incurred by the County for supplies, compensation paid to election workers and personnel, the rental and programming of electronic voting devices and audio ballots, the rental of such other reasonably necessary equipment, the rental or costs of securing polling/voting sites and/or facilities, the training costs for establishing and operating all early voting and Election Day activities at the polling sites as well as activities related to the tabulation of votes. As soon as is reasonably practical, the County shall submit an invoice to the City of Estelline setting forth the actual costs and expenses incurred by the County in conducting such joint election and the amount owed by such Participating Entity. Such full amount shall be due and payable within thirty (30) days from the date upon which the City of Estelline receives such invoice.
   2. The expense of any early voting polling places that are established at the request of an Entity(ies) other than those which are mutually agreed upon by all the Entities shall be borne by the requesting Entity.
   3. An Entity may cancel an election, but will be financially responsible for any expenses that were accrued, by the County, up to the time of cancellation.
   4. In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
   5. Election workers will be paid at the rate designated by Hall County, or as required by law, whichever is greater.
2. LEGAL NOTICES
   1. Each Entity shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board, and for the posting or publication of election notices and all expenses related thereto. The Notice will be Bilingual and will be published or posted in both English and Spanish. The preceding sentences do not prevent the Entities or any combination of them from issuing a joint notice of election and sharing the cost of same. The City shall provide the County with the Notice of Election for posting by the County at all polling places.
   2. Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.
   3. To the extent of the law, the City agrees to save and hold harmless the County Clerk from any and all claims arising out of the failure or omission of the City to perform its obligations under this contract.
   4. To the extent of the law, the County Clerk agrees to save and hold harmless the City from any and all claims arising out of the failure or omission of the County and the County Clerk to perform their obligations under this contract.
3. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County Clerk and the City to vary the terms of this Agreement or election procedures or polling places as may be necessary to comply with applicable law or to comport with proper election procedures without the need for further action by the governing body of any Participating Entity.

1. EFFECTIVE DATE

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

Attest: **HALL COUNTY, TEXAS**

By:

Date:

Attest: **CITY OF ESTELLINE**

By: \_

Date:

**RESOLUTION OF THE CITY COUNCIL**

**OF THE CITY OF ESTELLINE**

**AUTHORIZING A JOINT ELECTION AND**

**ELECTION SERVICES AGREEMENT WITH HALL COUNTY, TEXAS**

The City of Estelline does hereby make the following Resolution regarding the joint election to be conducted with Hall County, Texas, as more fully described in the Joint Election and Election Services Agreement (the "Agreement") attached hereto as Exhibit "A" and fully incorporated as if set forth herein:

WHEREAS, Texas Election Code§ 271.002(a) authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections and share common polling places; and,

WHEREAS, the City of Estelline ("City") and Hall County ("County") are each political subdivisions of the State of Texas; and,

WHEREAS, the City has territory within the County and they have common voters; and

WHEREAS, the County will conduct an election on May 4, 2024; and,

WHEREAS, the City intends to conduct an election on May 4, 2024

and,

WHEREAS, because the County is conducting an election on the May 4, 2024, uniform Election Day, the Texas Election Code requires the City to use for its election the County precincts and common polling places for those City voters residing in the County; and,

WHEREAS, the governing bodies of the City and the County desire to hold a joint election as set forth in the Agreement; and,

WHEREAS, the City and the County have agreed to use polling places as permitted by Texas Election Code§ 271.003; and,

WHEREAS, the County and the City have common voters, and it would be to the benefit of the County, the City, and the resident voters thereof, to share joint polling places, and for the County to provide election services and conduct the election on behalf of the City, as set forth in the Agreement and the Parties' Election Orders.

NOW, THEREFORE, BE IT RESOLVED that the City of Estelline hereby adopts the above recitals as findings of fact and operative provisions hereof the same as if set out in full; and,

RESOLVED FURTHER, that City’s election shall be held jointly with Hall County, Texas, as permitted under Texas Election Code Chapter 271, and as set forth in the Agreement attached hereto; and,

RESOLVED FURTHER, that the City of Estelline to enter into the attached Agreement, and that the Mayor is authorized to take such further actions and execute such other documents as are necessary to implement the actions that are contemplated by this Resolution, whether or not expressly authorized herein.

PASSED AND APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 by the City of Estelline.

Mayor, City of Estelline

ATTEST:

City Secretary