

AUG 26 2024

9:07 AM

HUTCHINSON COUNTY, TEXAS

BY K. Ratliff DEPUTY

**JOINT ELECTION AND ELECTION SERVICES
AGREEMENT BETWEEN BORGER INDEPENDENT
SCHOOL DISTRICT AND HUTCHINSON COUNTY**

WHEREAS, Hutchinson County ("County") and the Borger Independent School District ("District") 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 November 5, 2024;

WHEREAS, the District is located in Hutchinson County, and it is in the best interest of the voters of Hutchinson County who reside within the boundaries of the District 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, Kelly Ratliff, as follows:

1. SCOPE

The Participating Entities will hold elections on November 5, 2024 ("Election Day") jointly for those District voters residing in Hutchinson County.

2. 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 District with 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 District. The ballots shall be printed in a timely fashion to be available for: posting on the District's and County's website, Early Voting by mail, and for programming voting devices for Early Voting by personal appearance.

3. 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.

4. RESPONSIBILITIES OF HUTCHINSON COUNTY

Hutchinson County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Hutchinson County and of Borger Independent School District, including but not limited to the following:

- (a) 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.
- (b) Agree to receive and process requests for Early Voting by Mail.
- (c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (d) Procure and distribute all necessary election kits and supplies.
- (e) 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.
- (f) Notify the election judges of the date, time, and place of the election and arrange for a facility for holding the election.
- (g) Appoint the presiding officers of the early ballot board for processing ballots cast during early voting.
- (h) 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.
- (i) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (j) 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.
- (k) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the County Clerk.
- (l) Provide and post a sample ballot, whether separate or joint, as may be required by law.
- (m) Post the Notice regarding the District's Special Election in a prominent location at all polling places during early voting and on Election Day.

5. CANVASS OF RESULTS

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

6. LOCATION OF COMMON POLLING PLACES

The common polling places for Election Day are:

<i>County Precinct Number</i>	<i>Polling Place Address</i>
11	Grace Fellowship 401 Gardner St., Borger, TX
14	Fairlanes Baptist Church 3000 Fairlanes Blvd. Borger, TX
21	SF ISD Administration 540 Eagle Blvd. Fritch, TX
23	Saint Andrew Methodist Church 100 Amaryllis, Borger, TX
31	WTHS Commons Room 600 Stewart Ave., Stinnett, TX
33	Southwest Drilling Service 901 S Opal, Room 118 Borger, TX
41	Holt Community Building 11911 CO. RD. 22, Spearman, TX
42	Borger ISD Administration 200 E. 9 th St., Borger, TX

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

Main	Hutchinson County Courthouse 500 Main St. Stinnett, TX	October 21, 2024 through October 25, 2024 (Mon.-Fri.) October 26, 2024 (Saturday) October 27, 2024 (Sunday) October 28, 2024 through November 1, 2024 (Mon.-Fri.)	8:00 am to 6:00 pm 7:00 am to 7:00 pm 9:00 am to 3:00 pm 7:00 am to 7:00 pm
Branch	Hutchinson County Annex 1400 Veta, Room 116 Borger, TX	October 21-November 1, 2024 (Monday-Friday)	8:00 am to 6:00 pm
Branch	Fritch Library Community Room 205 N. Cornell Fritch, TX	October 21-November 1, 2024 (Monday-Friday)	8:00 am to 6:00 pm

7. ALLOCATION OF ELECTION EXPENSES

- (a) It is understood that each Participating Entity will be entering into a separate agreement with the County for conducting the joint election on November 5, 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, Borger Independent School District hereby agrees to pay to Hutchinson County as their pro rata share which will be divided equally by the 2 Participating Entities of the actual costs and expenses incurred by the County in conducting the joint election on November 5, 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 Borger Independent School District 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 Borger Independent School District receives such invoice.
- (b) 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.
- (c) 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.
- (d) In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
- (e) Election workers will be paid at the rate designated by Hutchinson County, or as required by law, whichever is greater.

8. LEGAL NOTICES

- (f) 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 District shall provide the County with the Notice of Election for posting by the County at all polling places.
- (g) Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.

9. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County Clerk and the District Superintendent 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.

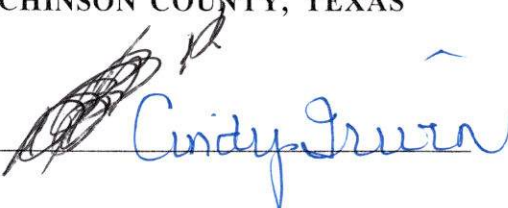
10. EFFECTIVE DATE

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

Attest:

HUTCHINSON COUNTY, TEXAS

By: _____

 Cindy Gruen

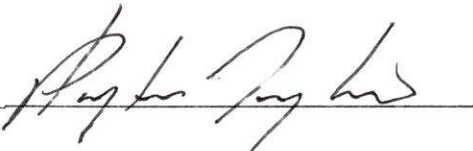
Date: _____

08/26/2024

Attest:

**BORGER INDEPENDENT
SCHOOL DISTRICT**

By: _____



Date: _____

8-19-24

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BORGER INDEPENDENT
SCHOOL DISTRICT AUTHORIZING A
JOINT ELECTION AND
ELECTION SERVICES AGREEMENT
WITH HUTCHINSON COUNTY, TEXAS**

The Borger Independent School District Board of Trustees does hereby make the following Resolution regarding the joint election to be conducted with Hutchinson 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 Borger Independent School District ("District") and Hutchinson County ("County") are each political subdivisions of the State of Texas; and,

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

WHEREAS, the County will conduct an election on November 5, 2024; and,

WHEREAS, the District intends to conduct an election on November 5, 2024 and,

WHEREAS, because the County is conducting an election on the November 5, 2024 uniform Election Day, the Texas Election Code requires the District to use for its Special election the County precincts and common polling places for those District voters residing in the County; and,

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

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

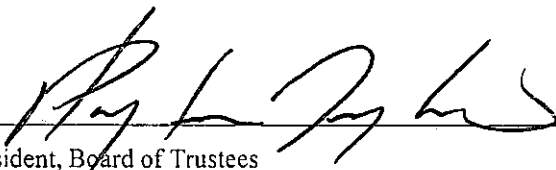
WHEREAS, the County and the District have common voters, and it would be to the benefit of the County, the District, and the resident voters thereof, to share joint polling places, and for the County to provide election services and conduct the election on behalf of the District, as set forth in the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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees Borger Independent School District 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 District's election shall be held jointly with Hutchinson County, Texas, as permitted under Texas Election Code Chapter 271, and as set forth in the Agreement attached hereto; and,

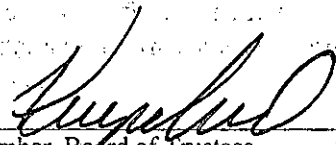
RESOLVED FURTHER, that the Board authorizes the Superintendent to enter into the attached Agreement, and that the Board President or Superintendent are authorized to take such further actions and execute such other documents as are necessary to implement the actions that are contemplated by this Resolution, whether or not expressly authorized herein.

PASSED AND APPROVED, this 19th day of August, 2024 by the Board of Trustees of the Borger Independent School District.



President, Board of Trustees

ATTEST:



Member, Board of Trustees