

**AGREEMENT BY HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF HAYS TO HOLD A JOINT ELECTION IN CERTAIN VOTING PRECINCTS ON MAY 5, 2018**

**WHEREAS**, the Hays Consolidated Independent School District (“Hays CISD”) may hold a general election on May 5, 2018, for certain members of the Board of Trustees.

**WHEREAS**, the City of Hays (“CITY”) may hold a general election for City Council positions within the boundaries of the CITY on May 5, 2018; and,

**WHEREAS**, Texas Election Code, Chapter 271 authorizes political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and,

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested.

**NOW, THEREFORE**, Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Sections 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the entities acting by and through their respective governing bodies, agree as follows:

1. Hays CISD and the CITY will share polling places during the election on May 5, 2018, to include: early voting at Hays CISD Central Office and Buda Elementary; and Election Day voting at Hays Hills Baptist Church.
2. Hays CISD and the CITY will appoint the same election officials to preside over the election precinct in which a common election is held.
3. Hays CISD and the CITY will use a HAVA compliant voting system (DREs) in each election precinct in which a common election is held.
4. The expenses of the joint election, except for equipment costs, will be divided proportionally based on the number of registered voters between the entities having a common election. Expenses will be determined and divided based on each precinct. By way of example, where the entities hold a common election in a precinct, the expenses will be apportioned proportionally based on the number of register voters in the precinct. In the event either entity cancels its election in accordance with Section 2.053 of the Election Code, that entity will not be responsible for election expenses.

5. Hays CISD will bear all expenses for equipment utilized in the elections because the district owns its own equipment. Hays CISD will not charge the CITY an equipment rental fee. If Hays CISD cancels its election in accordance with Section 2.053 of the Election Code, but the CITY does not; Hays CISD will allow the CITY to use its election equipment at no charge.
5. It is agreed that both entities will contract with Hays County Elections Administrator to provide all election services needed for these elections and both entities will use equipment owned by Hays CISD.
6. Early voting for Hays CISD and the CITY shall be conducted jointly per the election services contract with Hays County Elections Administrator in accordance with Title 7 of the Texas Election Code.
7. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
9. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any participating entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective participating entity.
10. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

DATED this the 13 day of November, 2017.

**CITY OF HAYS**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**HAYS CISD**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_