

THE STATE OF TEXAS §
 §
COUNTY OF LAMB §

JOINT ELECTION AGREEMENT
BETWEEN
LAMB COUNTY, TEXAS
AND
SUDAN INDEPENDENT SCHOOL DISTRICT

This Agreement made by and between Lamb County, Texas, hereinafter referred to as the “County” and Sudan Independent School District, a political subdivision organized under the school laws of the State of Texas, hereinafter referred to as the “District” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the District’s election for the election of its trustees and its special bond election.

RECITALS

The Texas Education Code § 11.0581 requires that a joint election be held on the same date as the general election.

The District is holding an election for the purpose of electing trustees of the District on November 3, 2020. The County is holding its general election for the purpose of electing County, State, and Federal officials on November 3, 2020. Therefore, the District desires to hold its election with the County.

The election precincts of the District, which lie within the jurisdictional limits of Lamb County, have been established and may be re-established by the District as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The City of Sudan will make available to the District the Automark ES&S direct recording electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and the District desires to use the City’s Automark ES&S electronic voting system in its election.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The District and the County will share an Elections Administrator who shall coordinate and supervise all aspects of administering the election as provided in this Agreement. The Elections Administrator shall be Tonya Ritchie, Lamb County Clerk, shall serve as the Administrator for the election.

II. LEGAL DOCUMENTS

The County and the District shall each be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of each party. Each party shall provide a copy of its Election Order and Notice to the Elections Administrator.

III. VOTING LOCATIONS

It is agreed that election day voting shall be held at the Sudan City Hall located at 111 E. 1st Avenue, in Sudan, Texas, as shown in the Election Order and Notice duly adopted by the District.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The County and the District will share election judges and alternate election judges for early voting. The District and the County will provide their own election judge and alternate election judges on Election Day.

It is agreed by the County and District that, at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent contractors and are not employees or agents of the other party. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and all election personnel shall be entitled to none of the rights, privileges, or benefits of the other's employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the other party.

V. SUPPLIES AND PRINTING

Each party shall arrange for all election supplies and printing for their election.

VI. EARLY VOTING

The County and District will share an Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code. Each party further agrees to designate for both parties the Lamb County Ag Center located at 1095 E. 17th Street in Littlefield, Texas, as the early voting polling location for the District and County.

It is agreed that early voting by personal appearance will be held for fourteen (14) days and each party shall be responsible for receiving and tabulating the voted ballots for their respective political entities.

VII. ELECTION EXPENSE AND ALLOCATION OF COSTS

The parties each agree to bear the burden of the cost of their own election.

VIII. EXCUSAL FROM AGREEMENT DUE TO CANCELLATION OF ELECTION

Either party may cancel its election as permitted by Texas Election Code § 2.051. In the event of cancellation, the canceling party is relieved from its joint election obligations under this Agreement, unless otherwise set forth herein.

IX. RECORDS OF THE ELECTION

The Elections Administrator for the County and the Election Judge for Election Day for the District are hereby appointed general custodians of the voted ballots and records of the election as authorized by Section 36.096 of the Texas Election Code for the parties.

Access to the election records shall be available to the District and to the County as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records of the District shall be stored at the offices of the District, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of each party to bring to the attention of the Elections Administrator and of the other party any notice of pending election contest, investigation, litigation or open records request which may be filed with either party.**

The Elections Administrator shall notify the District and the County of the planned destruction of any records of the election prior to the destruction of the records.

X. SPECIAL ELECTIONS

It is agreed that this Agreement shall include any special election(s) to be called by either party if the other party is also holding an election.

XI. RECOUNTS

A recount may be obtained, as provided by Title 13 of the Texas Election Code. Each party agrees that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of that party performing the duties of a secretary under the Texas Election Code or its lawful designee shall serve as Recount Coordinator.

XII. MISCELLANEOUS PROVISIONS

- (1) An executed copy of this Agreement shall be preserved by each party for the period for preserving the precinct election records, as required by the Texas Elections Code §271.002(c).
- (2) The County and the District agree that the Constitution and laws of the State of Texas restrict the ability of the County or the District to indemnify or hold harmless another

party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

- (3) This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lamb County, Texas.
- (4) In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- (5) All parties shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- (6) The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- (7) Any amendment of this Agreement shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 14th day of September, 2020, been executed on behalf of Lamb County by its County Judge pursuant to its County Commissioners so authorizing;
- (2) It has on the 14th day of September, 2020, been executed on behalf of the District by its President of the Board of Trustees, pursuant to the authority of the Board of Trustees, so authorizing;

SUDAN INDEPENDENT SCHOOL DISTRICT

By: 

President, Board of Trustees

LAMB COUNTY, TEXAS

By: 

County Judge