

AGREEMENT TO CONDUCT JOINT ELECTIONS
between
THE CITY COUNCIL OF THE CITY OF JACKSBORO (CITY)
and

THE BOARD OF TRUSTEES OF THE JACKSBORO INDEPENDENT SCHOOL DISTRICT (JISD)

This Agreement to Conduct Joint Elections (this "Contract") is entered into by and among the City of Jacksboro, a political subdivision of the State of Texas (the "CITY") and the Jacksboro Independent School District (the "JISD"), each individually, a "Party" or, collectively, the "Parties", pursuant to Chapter 271 of the Texas Elections Code.

WHEREAS, the CITY and the JISD each expect to call an election on the first Saturday of May of each year; and

WHEREAS, the CITY and the JISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the JISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct joint elections to be held on the first Saturday each May, or as determined by the Texas Secretary of State, unless either party cancels their May election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II
JOINT ELECTION

2.01 The Parties agree to conduct their respective May elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III
TERM

3.01 Except as hereinafter set out, the term of this Contract shall remain in effect for each subsequent May election following the approval date; Until one party delivers a notice to the other party of its intent to terminate at the end of the current election period; OR Until either party's official election date ceases to be held in the month of May.

ARTICLE IV
EACH PARTY RESPONSIBLE FOR ITS PRO-RATA COST OF SERVICE AS BILLED

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Jack County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election shall be borne by the Parties based on their respective election services agreement with the County Elections Administrator, and each Party will be responsible for their pro-rata portion.

ARTICLE V
GENERAL PROVISIONS

5.01 This Contract 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 Jack County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

JISD
Dr. Dwain Milam
Superintendent
Jacksboro Independent School District
750 W. Belknap Street
Jacksboro, TX 76458

CITY
Michael R. Smith
City Manager
City of Jacksboro
112 W. Belknap Street
Jacksboro, TX 76458

**ARTICLE VI
CANCELLATION NOTIFICATION**

6.01 Notification of cancellation of either party's May election shall be provided to the other party as soon as is practicable after the official filing date period has ended, and being not later than the date set by the Texas Secretary of State as the deadline to provide notice of election to the County Election Administrator and Voter Registrar.

**ARTICLE VII
EFFECTIVE DATE**

7.01 This agreement is hereby executed to be effective immediately upon passing.

APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSBORO, TEXAS in its meeting held the 8th day of May 2021, and executed by its authorized representative.


By: 

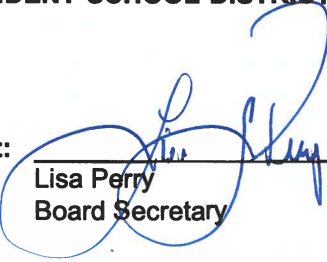
Alton Morris, Jr.
Mayor

Attest: 

Brenda Tarpley
City Secretary

APPROVED BY THE TRUSTEES OF THE JACKSBORO INDEPENDENT SCHOOL DISTRICT in its meeting held the 8th day of May 2021, and executed by its authorized representative.

By: 
Brent Hackley
Board President

Attest: 
Lisa Perry
Board Secretary