

JOINT ELECTION RESOLUTION

WHEREAS, the City of Littlefield and Littlefield Independent School District are required to conduct elections on May 11, 2013;

WHEREAS, Section 271.002 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same territory; and

WHEREAS, Section 11.0581 of the Texas Education Code requires the election to be held on the same day as a municipality in the school district; and

WHEREAS it is deemed to be in the best interest of the citizens residing in each of the political subdivisions to have a joint election on May 11, 2013, pursuant to the above cited provision of the Election Code; and

WHEREAS, a joint election of the political subdivisions to be held on May 11, 2013, under provisions of the Texas Election Code and other applicable laws and in accordance with the following agreed terms:

1. THAT common precinct boundaries and voting places shall be designated by each governing body so far as is practical and expedient.

2. THAT each party shall be responsible for posting its own notices. Each political subdivision also shall be responsible for preparing the ballot for its own election and for conducting a "drawing for place on the ballot," for its own election at a location and time of its own choice.

3. THAT the official canvassing of ballots and announcements of results shall be done individually by each governing body, and each political subdivision shall issue its own certificates of election to the candidates elected to that political subdivision.

4. THAT each entity shall pay its costs attributable to the joint election activities necessary for the conduct of the joint election.

5. THAT one election judge will preside over both entities' elections. Costs of such judge will be borne equally, if both entities hold an election.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITTLEFIELD AND THE BOARD OF TRUSTEES OF LITTLEFIELD INDEPENDENT SCHOOL DISTRICT:

THAT the City Council of the City of Littlefield, Texas, hereby authorizes and directs the Mayor of the City of Littlefield to execute the attached Joint Election Agreement with Littlefield Independent School District for the May 11, 2013, City of Littlefield General Election and to make any necessary changes to the Election Order,

exhibits or otherwise to take any actions as may be necessary to carry out the purpose of this Resolution and

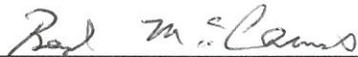
THAT the Board of Trustees of Littlefield Independent School District hereby authorizes and directs the President of the Board of Trustees of Littlefield Independent School District to execute the attached Joint Election Agreement with the City of Littlefield for the May 11, 2013, General Election and Special Election and to make any necessary changes to the Election Order, exhibits or otherwise to take any actions as may be necessary to carry out the purpose of this Resolution; and

THAT the said Joint Election Agreement shall be deemed an agreement authorized by this Resolution with those governmental units within the City of Littlefield that are conducting an election on May 11, 2013, and that desire and are eligible to conduct a joint election with the City of Littlefield on May 11, 2013; and

THAT the parties are hereby authorized and directed to make any necessary changes to the Election Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

APPROVED by the Board of Trustees of Littlefield Independent School District.

Date: 2/14/2013



President, Board of Trustees

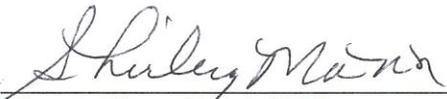
Date: 2/14/2013



Secretary, Board of Trustees

APPROVED by the City Council of Littlefield, Texas.

Date: 2/28/13



Mayor, City of Littlefield

Date: 2/28/13



City Secretary
City of Littlefield, Texas

THE STATE OF TEXAS §
 §
COUNTY OF LAMB §

JOINT ELECTION AGREEMENT
BETWEEN
CITY OF LITTLEFIELD, TEXAS
AND
LITTLEFIELD INDEPENDENT SCHOOL DISTRICT

This Agreement made by and between the City of Littlefield, Texas, hereinafter referred to as the “City” and Littlefield 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.

RECITALS

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

The District is holding an election for the purpose of electing trustees of the District on May 11, 2013. The City is holding an election for the purpose of electing City officials on May 11, 2013. Therefore, the District desires to hold its election with the City.

The election precincts of the District, which lie within the jurisdictional limits of the City of Littlefield 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.

Lamb County will make available to the City and the District a 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 County’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 City will each share an Elections Administrator who shall coordinate and supervise all aspects of administering the election as provided in this Contract. The Elections Administrator shall serve as the Administrator for the election.

II. LEGAL DOCUMENTS

The City 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 for the other party.

The District and the City shall make a joint submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

It is agreed that election day voting shall be held at the City Council Chambers located at 525 Phelps Avenue, in Littlefield, Texas, as shown in the Election Order and Notice duly adopted by the District.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The City and the District will share election judges and alternate election judges for their elections.

It is agreed by the City 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 Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the City, 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

The Elections Administrator shall arrange for all election supplies and printing for both parties.

VI. EARLY VOTING

Each party agrees to appoint their own Early Voting Clerk in accordance with Section 31,097 of the Texas Election Code. Each party further agrees that City Hall located at 100 West 6th Street, Littlefield, Texas, will be the early voting location for the City and the District's Administration Building located at 1207 East 14th Street, Littlefield, Texas, will be the early voting location for the District.

It is agreed that early voting by personal appearance will be held for nine (9) days and the Elections Administrator 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 CONTRACT 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 is hereby appointed general custodian 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 City 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 shall be stored at the offices of the Elections Administrator, 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 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 City 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 contract 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 offices 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 City and the District agree that under the Constitution and laws of the State of Texas, neither the City nor the District can enter into an agreement whereby either

party agrees 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 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 Littlefield, Texas.
- (4) In the event one or more of the provisions contained in this Contract 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 Contract 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 Contract shall not operate as or be construed as a waiver of any subsequent breach.
- (7) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, 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 24th day of February, 2013, been executed on behalf of the City of Littlefield by its Mayor pursuant to its Board of Aldermen, so authorizing;
- (2) It has on the 14th day of February, 2013, 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;

LITTLEFIELD INDEPENDENT SCHOOL
DISTRICT

By: Ray M. Cas

President, Board of Trustees

CITY OF LITTLEFIELD, TEXAS

By: Shirley Mann

Mayor