

JOINT ELECTIONS AGREEMENT
BETWEEN
REAGAN COUNTY HOSPITAL DISTRICT
AND
REAGAN COUNTY, TEXAS

This Joint Elections Agreement, effective as of August 26, 2025 is made by and between the Reagan County Hospital District, acting by and through its Board of Trustees, ("Hospital District") and Reagan County, Texas, acting by and through its duly elected Commissioners Court, (the "County").

PREAMBLE

WHEREAS, the Hospital District and the County (collectively "Parties") are each political subdivisions of the State of Texas.

WHEREAS, November 4, 2025, is a uniform Election Date under the Texas Election Code 41.001;

WHEREAS, the Reagan County Commissioners Court intends for the County to hold a special election on November 4, 2025;

WHEREAS, the Hospital District's Board of Trustees intends for the Hospital District to hold an election on November 4, 2025;

WHEREAS, Texas Election Code 271.002 (a) authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the governing bodies of the Hospital District, and the County desire to hold a joint election as set forth in this Joint Elections Agreement ("Agreement"); and

WHEREAS, the County and the Hospital District, serve electors within the same boundary, and it would be to the benefit of the County, the Hospital District, and the citizens and voters thereof, to hold the elections jointly in the elections precincts that can be served by common polling places insofar as possible.

NOW THEREFORE, in consideration of the mutual covenants and considerations set forth herein and subject to the following terms and provisions, the Parties agree as follows:

1. Scope. This Agreement covers the conduct of the Reagan County special election and the Hospital District's election, which are to be held on November 4, 2025, ("Election Day") jointly for the voters in the County and the Hospital District.

2. Polling Places.
 - a. Texas Election Code 271.003 permits a regular county polling place to be used for a common polling place in a joint election. Early and regular voting shall be held at locations permitted by 271.002, as set forth in the Parties' election orders or resolutions.
 - b. It is the responsibility of the County to ensure that the polling places comply with current accessibility standards as set forth in the Americans with Disabilities Act and any state or local laws or ordinances.
 - c. The County will be responsible for the delivery and set up of electronic voting machines and paper ballots at all polling places.
 - d. The County will be responsible for hiring bilingual translators.
3. Supplies. The County shall be responsible for ordering all necessary election supplies.
4. Expenses.
 - a. All expenses incurred under this Agreement shall be split evenly among the Parties, unless otherwise set forth herein. Expenses to be split evenly include, but are not limited to: compensation for election judges and clerks, programming of electronic voting systems, election supplies, and ballot printing expenses.
 - b. The County shall charge the Hospital District an administrative fee of ten percent (10%) of the election costs for services provided by the County as set forth in this Agreement.
 - c. If a Party cancels its election, it shall be responsible only for its share of prorated expenses through the date of cancellation.
 - d. The Parties acknowledge that other political subdivisions may enter into an agreement with the governing bodies of the Parties to participate in the joint election, as permitted by Texas Election Code 271.002 and/or other applicable law(s). In the event another political subdivision joins the joint election an adjustment of the pro-rata share of expenses to be paid shall occur.
5. Election Officers. Tammy Hodge ("Hodge") shall serve as the Joint Election Officer, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Reagan County involved in conducting the Joint Election covered by this Agreement.
6. Judges and Clerks. Election Judges and clerks shall be appointed by the County and shall be compensated in accordance with Texas Election Code 271.013 and Chapter 32, Subchapter E.
7. Early Voting.
 - a. Early Voting shall be conducted jointly.
 - b. Hodge shall serve as both the County's Early Voting Clerk and the Joint Early Voting Clerk.
8. Method of Voting, Training of Election Workers.
 - a. An electronic voting system and/or paper ballots may be used for the joint election, as permitted by Texas Election Code 271.0071.
 - b. The County shall be responsible for conducting the testing of electronic voting machines.

- c. The County shall be responsible for training election workers for all aspects of the election, including electronic voting.
- 9. Ballots.
 - a. The Parties will use a joint ballot.
 - b. Each Party will be responsible for preparing its portion of the ballot.
 - c. The County will be responsible for ordering and overseeing the preparation of the ballots.
 - d. Each Party has a right and duty to approve the draft ballot prior to the County ordering the Official ballot.
- 10. Ballot Boxes. One set of ballot boxes shall be used at common polling places.
- 11. Canvassing.
 - a. Canvassing shall be conducted jointly, to the extent permitted by the Election Code.
 - b. The presiding officer of the joint canvassing authority shall deliver the appropriate part of the tabulation of the precinct results to each of the presiding officers of the canvassing authorities designated by law for the elections of the Parties. Each tabulation shall then be processed in the same manner as for an election not canvassed jointly.
- 12. Recounts. Recounts, if needed, shall be overseen by Hodge.
- 13. Election Records Retention. All Parties will be responsible for the retention of their respective records, in accordance with the Texas Election Code.
- 14. Order, Resolution or Other Official Action. The Parties agree to state terms of the joint election agreement in an order, resolution or other official action adopted by the governing body of each Party, at a lawfully called meeting as required by Texas Election Code 271.002 (d)
- 15. Agreement Preservation. An executed copy of this Agreement shall be preserved by each Party for the period for preserving the precinct election records, as required by Texas Election Code 271.002(e).
- 16. Miscellaneous Provisions.
 - a. The County shall oversee the conduct of the Joint Election, except as otherwise set forth in the Agreement.
 - b. 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 Reagan County, Texas.
 - c. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. The 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.

- e. 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.
- f. Any amendment of this Agreement shall be of no effect unless in writing and signed by all Parties.
- g. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the 8 day of September, 2025.

REAGAN COUNTY HOSPITAL DISTRICT

Rena Thomas
RENAE THOMAS, Chief Financial Officer

[Signature]
JONATHON VOELKEL, Chief Executive Officer

REAGAN COUNTY, TEXAS

Jim O'Bryan
JIM O'BRYAN, Reagan County Judge

Tammy Hodge
TAMMY HODGE, Reagan County Clerk