

THE STATE OF TEXAS
COUNTY OF GALVESTON

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**JOINT ELECTION AGREEMENT BETWEEN THE TEXAS CITY INDEPENDENT
SCHOOL DISTRICT AND THE CITY OF TEXAS CITY**

This joint agreement is made this _____ day of _____, 2010, by and between the Texas City Independent School District (TCISD) and the City of Texas City, Texas (CITY) for a joint election to be held on the May uniform election date.

WHEREAS, TCISD intends to hold a Board of Trustees election on the May uniform election date for the purpose of electing trustees;

WHEREAS, the CITY intends to hold a City Commission election on the May uniform election date for the purpose of electing the Mayor and City Commissioners;

WHEREAS, Texas Election Code §271.002 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 locations;

WHEREAS, TCISD and CITY will hold elections on the same day, serve voters within the same boundaries, and it would be to the benefit of the CITY, TCISD and citizens and voters thereof to hold the elections jointly; and

WHEREAS, TCISD and CITY have determined that it is in the best interests of TCISD, the CITY, and the citizens thereof, to enter into a joint election agreement for the purpose of sharing election equipment, election supplies, election workers, tabulation services, polling locations, and electronic voting equipment.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, TCISD AND CITY AGREE AS FOLLOWS:

1. CITY agrees to conduct a joint election with TCISD on the May uniform election date. The joint election shall be held at the polling places designated by the City Commission and within the jurisdiction of TCISD. For the purposes of the May 8, 2010 joint election these polling locations shall be Texas City High School, Nessler Center, Sanders/Vincent Center, and Fire Station #2.
2. Each party hereto shall be responsible for calling its own election and CITY shall publish the notice and order of election for each entity's election. CITY shall not be responsible for the content and wording of TCISD's election order.

3. The parties hereto agree to a joint ballot. Preparation of the necessary materials for each Entity's official ballot shall be the responsibility of each party to this Agreement, including translation to languages other than English. TCISD shall furnish CITY a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Entity's ballot is to be printed). This list shall be delivered to CITY as soon as possible following TCISD's candidate position drawing and in accordance with any timetables provided by CITY. TCISD agrees that CITY shall not be responsible for the wording of the ballot language provided by TCISD. CITY shall provide TCISD with a ballot proof prior to finalizing the ballot for the joint election. TCISD shall be responsible for proofreading and approving the ballot insofar as it pertains to TCISD's candidates and/or propositions.
4. CITY shall be responsible for the appointment, compensation and training of all election officials for each election-day and early voting polling location covered by this Agreement, including the appointment of all judges, clerks and central counting station and early voting ballot board personnel. CITY shall make emergency appointments of election officials if necessary. CITY also shall notify all election judges of their appointment. CITY shall appoint the Chief Election Official and Early Voting Clerk and shall notify TCISD of the appointment. The Chief Election Official, Early Voting Clerk, and other appointed election workers shall serve both entities.
5. The parties hereto agree to use electronic voting equipment, including e-Slates and optical scan ballots.
6. CITY shall arrange, distribute and/or deliver all election supplies, voting equipment, and other materials (*i.e.* election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) used by the election judges at the voting locations covered by this Agreement.
7. Early Voting shall be conducted jointly. Early Voting by personal appearance will be held at the locations, dates, and times recommended by the Chief Election Official and Early Voting Clerk and authorized and ordered by the governing body of each party to this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. The Early Voting Clerk shall receive applications for early voting ballots to be voted by mail and shall process, print, mail and tabulate ballots for any eligible voter who applies for a ballot by mail. Any requests for early voting ballots to be voted by mail received by TCISD or CITY shall be forwarded immediately by fax or courier to the Early Voting Clerk for processing.
8. CITY shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of Chapter 127 of the Texas Election Code. CITY also shall be responsible for conducting any post-election manual recounts required by Section 127.201 of the Texas Election Code.

9. TCISD will provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of the election. Alternatively, TCISD may request that CITY provide the election results via another means such as email. However, if an alternative means is used, CITY shall not be responsible for technical problems with transmission. Each party to this Agreement shall be responsible for canvassing its own election returns.
10. CITY shall arrange and schedule the logic and accuracy testing for the tabulation equipment prior to its use in the election as required by Chapter 127 of the Texas Election Code and shall be responsible for publishing the required public notice of the date, time, and place of the logic and accuracy testing.
11. TCISD acknowledges that CITY and COUNTY have an interlocal agreement for the lease of the voting equipment, programming and testing of materials.
12. TCISD acknowledges that the electronic voting system is highly technical and that it is conceivable that, despite the efforts of the parties, it might fail during the election. TCISD also agrees that should the electronic voting system fail, it will not make any claim against CITY for damages of any kind, including but not limited to, damages incurred by TCISD for having to conduct a second election, caused to TCISD as a result of such failure.
13. TCISD and CITY may submit their submissions to the Department of Justice jointly; however, TCISD and CITY shall be responsible for drafting their own pre-clearance submissions. CITY and TCISD shall not be responsible for the content of the other party's Department of Justice submission.
14. CITY shall be responsible for the safekeeping of election records. 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, CITY shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of TCISD to bring to the attention of CITY any notice of pending election contest, investigation, litigation or open records request which may be filed with TCISD.
15. CITY is under no obligation to conduct an election on behalf of TCISD where there is no CITY election or the CITY election is cancelled. However, nothing herein shall preclude the CITY and TCISD from negotiating the terms, under which the CITY may choose to hold such election on behalf of TCISD, provided the CITY is reimbursed the actual cost of the election. If TCISD's election is cancelled or will not be held, TCISD shall promptly notify CITY and TCISD shall only be responsible for the expenses incurred up to that point.
16. TCISD in consideration for the full coordination of such work through the City Secretary hereby agrees and binds itself to the payment of a fee of one-half (1/2) of the cost of the election to defray the costs to the CITY of conducting the election, including but not limited to: costs for Early Voting at Nessler Center, Election Day Voting at Texas City High School and Nessler; tabulating services, security, tabulation personnel, clerks, supplies, Information

Technology support personnel, and City Secretary as consultant/manager of the Central Counting Station.

17. The terms of this Agreement extend to any recount required by TCISD. TCISD agrees to reimburse the CITY for the additional actual costs of a recount for TCISD's election, should a recount be legally required.
18. Any expenditure made pursuant to this Agreement by either party hereto shall be from current revenues, as required by the Interlocal Cooperation Act, Section 791.011(d)(3) of the Texas Government Code.
19. TCISD and CITY acknowledge and agree that any election duty related to the lawful conduct of an election not expressly provided for in this Agreement is retained by each Entity. Responsibilities retained by each Entity include, but are not limited to, receipt of applications for a position on the ballot, ballot position drawings, correspondence with candidates concerning ballot applications and/or candidate unopposed status, campaign finance reporting, and posting of required election notices.
20. This Agreement shall be effective upon execution by TCISD and CITY and shall automatically renew unless either party gives notice of termination in writing by October 1 of the year preceding the Joint Election. TCISD shall provide written notice to CITY that it intends to have a joint election with the CITY by October 1 of the year preceding the Joint Election.
21. 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 if such invalid, illegal, or unenforceable provision had never been contained herein.
22. TCISD and CITY agree that this Agreement is the entire agreement between TCISD and CITY and supersedes any previous oral or written agreements. Any amendments to this Agreement shall be made in writing and approved by both TCISD and CITY. This Agreement is signed upon advice of counsel without reliance upon any statement, promise, or representation not recited in this Agreement.
23. Notice under this Agreement must be in writing and may be effected by hand delivery, fax or by certified mail to the parties to this Agreement at the address listed on their respective signature blocks below.
24. This Agreement shall be construed under and in accord with the laws of the State of Texas and the United States of America, and all obligations of the parties created hereunder are performable in Galveston County, Texas. Venue for any dispute arising under this Agreement shall be in Galveston County, Texas.

IN TESTIMONY WHEREOF, the undersigned are the duly authorized representatives of the parties to this Agreement, and their signatures represent adoption and acceptance of the terms and conditions of this Agreement. The adoption of this Agreement between Texas City Independent School District and the City of Texas City, Texas shall be the ___ day of _____, 2010.

CITY OF TEXAS CITY:

Matthew T. Doyle, Mayor

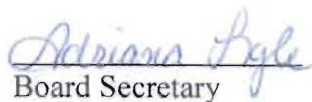
ATTEST:

Pamela A. Lawrence
City Secretary

TEXAS CITY INDEPENDENT SCHOOL
DISTRICT:


, Board President

ATTEST:


Board Secretary

APPROVED BY:

DATE

Signature: _____
Printed Name: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Fax: _____
Email: _____

DATE

Signature: _____
Printed Name: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Fax: _____
Email: _____