

**AGREEMENT TO CONDUCT JOINT ELECTIONS
BETWEEN NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF NEW BRAUNFELS
FOR MAY 5, 2018 ELECTIONS**

WHEREAS:

1. The New Braunfels Independent School District and the City of New Braunfels will lawfully order and hold a joint election on May 5, 2018; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date; and
5. It would encourage greater voter participation and be convenient to the voters for the District and the City, (collectively referred to hereinafter as the Entities or Participating Entities), to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Sections 271.002, and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of the Election Agreement

- A. The District and the City will share common Election Day polling locations for the May 5, 2018 elections as follows, and as necessary:

Westside Community Center, 2932 S. IH 35 Frontage Road
New Braunfels First Church of the Nazarene, 210 W. Klein Road
Seele Elementary School, 540 Howard Street
Faith United Church of Christ, 970 N. Loop 337
Lamar Elementary School, 240 N. Central Avenue

Walnut Springs Elementary School, 1900 S. Walnut Avenue

Each entity will have separate ballots.

- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- C. Each of the Entities shall be individually responsible for posting and publishing its election notices.

II. Election Judge, Officer, and Clerks

- A. Each Entity shall appoint its own Election Judge, Alternate Election Judge, and Election Clerks.

III. Early Voting

- A. The District and the City will share a common early voting polling location for the May 5, 2018 elections as follows:

Comal County Elections Office
396 N. Seguin Avenue
New Braunfels, TX

Each entity will have separate ballots.

- B. The District and the City will each contract individually with early voting personnel.

IV. Election Day

- A. The entities will share the common election-day voting locations as provided in this Agreement. Each Entity will conduct its own respective election at the Joint Election-Day Polling Location and shall be responsible for compliance with all state and federal laws applicable to their respective elections.

V. Joint Election Costs: Payment

- A. Costs. The District and the City will each be responsible for all costs associated with their respective elections.

All funds expended by each Entity will be from current revenues.

- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under Subchapter C of Title I of the Texas

Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.

VII. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the elections and discuss and resolve any problems which might arise.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

VIII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that the venue for any dispute arising under this Agreement will lie in the appropriate courts of Comal County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

- E.** Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F.** Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term confidential as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G.** Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.
- H.** Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2018.

Randy Moczygemba, Superintendent
on behalf of New Braunfels ISD

Date

Robert Camareno, City Manager
on behalf of the City of New Braunfels

Date