

**AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN
NEW BRAUNFELS INDEPENDENT SCHOOL DISTRICT,
COMAL INDEPENDENT SCHOOL DISTRICT,
THE CITY OF NEW BRAUNFELS,
THE CITY OF BULVERDE,
THE CITY OF GARDEN RIDGE**

FOR MAY 1, 2021 ELECTIONS

WHEREAS:

1. The Comal Independent School District, the New Braunfels Independent School District, the City of New Braunfels, the City of Garden Ridge, and the City of Bulverde will hold elections on May 1, 2021, a uniform election date under Texas Election Code (“TEC”) Section 41.001(a)(1); and
2. TEC § 271.002 authorizes political subdivisions of the State of Texas 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
3. TEC § 43.007 authorizes Comal County, now approved by Commissioners Court, to participate in a program to eliminate county election precinct polling places and establish countywide polling places for elections held on the uniform election date in May in odd-numbered years; and
4. Texas Education Code, Section 11.0581, requires an election for trustees of an independent school district to be held on the same date as the election for the members of the governing body of a municipality located in the school district; and
5. Holding joint elections will encourage greater voter participation and be convenient to the voters for the school districts and the cities, (collectively referred to hereinafter as the Entities or Participating Entities), so that voting may take place at any Vote Center and Early Voting location used for the joint election.

NOW, THEREFORE, pursuant to Sections 271.002, and 271.003, Texas Election Code, and Section 11.0581, Texas Education 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, which agree as follows:

I. Scope of the Election Agreement:

- A. The Entities will share common Election Day polling locations for the May 1, 2021, joint election at the following vote centers, to wit:
 1. Westside Comm. Ctr, 2932 S. IH 35 Frontage Rd, New Braunfels, TX 78130
 2. Grace Church, 3240 FM 725 (Guadalupe Cnty), New Braunfels, TX 78130
 3. Comal County Senior Citizens Ctr, 655 Landa, New Braunfels, TX 78130
 4. Christ Presbyterian Church, 1620 Common, New Braunfels, TX 78130
 5. Comal Cnty. Office-Goodwin Annex, 1297 Church Hill, New Braunfels, TX 78130
 6. New Braunfels Municipal Building, 424 Castell, New Braunfels, TX 78130

7. Tye Preston Memorial Library, 16311 S. Access Rd., Canyon Lake, TX 78133
8. Bulverde City Hall, 30360 Cougar Bend, Bulverde, TX 78163
9. ** Garden Ridge Comm. & Event Ctr., 9500 Mun. Pkwy, San Antonio, TX 78266
****In the event that Garden Ridge cancels its election, this site shall not be used as vote center under this joint election agreement.]*

- B. The Entities shall use a single ballot at each Vote Center for Election Day and Early Voting. Each Entity shall provide the Comal County Elections Office with its respective ballot information, as required under their contracts for election services with Comal County.
- C. Each Entity, individually, shall be legally 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.
- D. Each Entity, individually, shall be responsible for posting and publishing its election notices as required by law and for posting such notices as otherwise desired and permitted by law.

II. Contract for Election Services, Vote Centers, Judges and Clerks, and Administration:

- A. Each Entity shall enter into a contract for election services with the Comal County Clerk for the joint election that will include voting at vote centers, appointment of election judges and clerks, and other requirements, and for the overall administration of the joint election on Election Day and for Early Voting as the County Clerk determines necessary and appropriate in consultation with the Entities.

III. Early Voting:

- A. The Entities will share common early voting polling locations for the May 1, 2021, joint election, as follows:

Comal County Elections Office

396 N. Seguin Avenue
New Braunfels, TX 78130

Grace Church (Guadalupe County)

3240 FM 725
New Braunfels, TX 78130

Comal County Offices-Goodwin Annex

1297 Church Hill
New Braunfels, TX 78130

Bulverde City Hall

30360 Cougar Bend
Bulverde, TX 78163

****Garden Ridge Community & Event Center**

9500 Municipal Parkway
San Antonio, TX 78266

****In the event that Garden Ridge cancels its election, this site shall not be used as an early voting location under this joint election agreement.]*

and such other additional locations as may be selected by the Early Voting Clerk in consultation with the Entities and as approved by each Entity in the Entity's contract for election services with the Comal County Clerk.

B. The Entities shall use a single ballot for early voting. Each Entity shall provide the Comal County Elections Office with its respective ballot information, as required under their contracts for election services with Comal County.

C. The 2021 dates and times for Early Voting shall be:

April 19, 20, 21 & 23	- 8:00 a.m. to 5:00 p.m.
April 22, 2021	- 7:00 a.m. to 7:00 p.m.
April 24 (<i>Saturday</i>)	- 9:00 a.m. to 4:00 p.m.
April 26	- 7:00 a.m. to 7:00 p.m.
April 27	- 8:00 a.m. to 5:00 p.m.

D. The Entities shall appoint the Comal County Clerk as the Early Voting Clerk for the Joint Election.

IV. Administration of Election

A. The Joint Election shall be administered by the Comal County Clerk and her Elections Department, who shall be empowered to make any and all decisions concerning the administration and conduct of the Joint Election. Each Entity shall be responsible for compliance with all state and federal laws applicable to the Entities' respective elections.

V. Joint Election Costs: Payment

A. Costs. The Participating Entities will each be responsible for all costs associated with their respective elections and as determined by their respective contracts with the Comal County Clerk.

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 Entities shall be responsible for 100% of the election costs incurred after the date of cancellation in accordance with the terms of their respective contract with the Comal County Clerk.

VII. General Provisions

A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications together and with the County Elections Coordinator concerning the conduct of the Joint Election and discuss and resolve any problems which might arise regarding the Joint Election.

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 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 applicable 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.

<i>Andrew Kim, Superintendent</i> <i>on behalf of Comal ISD</i>	Date
--	------

APPROVED:

Authorized Signatory