

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with Edwards Aquifer Authority (“EAA”); Edgewood Independent School District (“EISD”); Somerset Independent School District (“SISD”); South San Antonio Independent School District (“SSAISD”); the City of Converse (“COC”); the City of Fair Oaks Ranch (COFOR”); the City of Kirby (“COK”); the City of San Antonio (“COSA”); the City of Schertz (COS”); the City of Windcrest (“COW”); Bexar County W.C.I.D.# 10 (BCWCID#10) and Green Valley Special Utility District (“GVSUD”); ESD #10 (“ESD”) they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the November 4, 2014 election.

WHEREAS, EAA will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, EISD will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, SISD will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, SSAISD will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, COC will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, COFOR will conduct a bond election on Tuesday, November 4, 2014; and

WHEREAS, COK will conduct a special election for Crime Prevention on Tuesday, November 4, 2014; and

WHEREAS, COSA will conduct a special to Fill an Unexpired Term election on Tuesday, November 4, 2014; and

WHEREAS, COS will conduct a general and special election on Tuesday, November 4, 2014; and

WHEREAS, COW will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, BCWCID#10 will conduct a general election on Tuesday, November 4, 2014;

WHEREAS, GVSUD will conduct a general election on Tuesday, November 4, 2014; and

WHEREAS, ESD will conduct a general election on Tuesday, November 4, 2014; **and**

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the November 4, 2014 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Tuesday, November 4, 2014 (the “Joint Election”) under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Tuesday, November 4, 2014, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

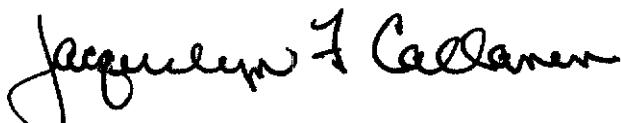
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2014.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____