

## JOINT ELECTION AGREEMENT

This Agreement is entered into by and among the Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County, and: the Edwards Aquifer Authority (“EAA”); the City of San Antonio (“COSA”); East Central Independent School District (“ECISD”); Edgewood Independent School District (“EISD”); Harlandale Independent School District (“HISD”); Judson Independent School District (“JISD”); Somerset Independent School District (“SISD”); South San Antonio Independent School District (“SSAISD”); Southside Independent School District (“SSISD”); and Southwest Independent School District (“SWISD”). All parties entering this Agreement with ADMINISTRATOR and each other 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 6, 2012 election.

### RECITALS

1. **EAA, ECISD, EISD, HISD, JISD, SISD SSAISD, and SSISD** will each hold a general election on Tuesday, November 6, 2012.
2. **SWISD** will hold a bond election on Tuesday, November 6, 2012.
3. **COSA** will hold a special election on Tuesday, November 6, 2012.
4. 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.
5. The Entities desire to hold a joint election in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions.
6. The Entities desire to enter into an agreement setting out their respective duties and responsibilities for the November 6, 2012 election.

Accordingly, it is agreed that the Entities will hold a joint election on Tuesday, November 6, 2012 (the “Joint Election”) and ADMINISTRATOR will conduct the Joint Election under the following terms and conditions:

#### I.

Each Entity will enter into its 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 will 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.**

ADMINISTRATOR shall use a single ballot, containing all the measures and offices to be voted on at a particular polling place, in this Joint Election. Each Entity shall provide ADMINISTRATOR with final ballot language for its election in English and Spanish by August 24, 2012.

**IV.**

Each Entity shall post its own public notices in connection with the Joint Election. ADMINISTRATOR shall publish in 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 shall pay 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 shall tabulate the votes and provide a set of copies of returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

**VII.**

Each Entity shall canvass its respective precinct returns for the Joint Election.

**VIII.**

Each Entity shall prepare and send its own Department of Justice Preclearance Submission in the required timely manner.

**IX.**

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

**X.**

If an Entity determines not to participate in the Joint Election to be held on Tuesday, November 6, 2012, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement will be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

**XI.**

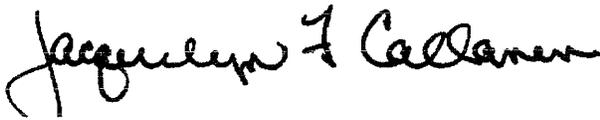
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

**XII.**

This Agreement may be executed in multiple counterparts. Together the counterparts will constitute 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 will be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**BEXAR COUNTY ELECTIONS ADMINISTRATOR**



\_\_\_\_\_  
Jacquelyn F. Callanen

**ENTITY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ENTITY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ENTITY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_