

Interlocal Cooperation Agreement for Joint Elections

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement (the "Agreement") is made and entered into between Spring Branch Independent School District ("SBISD") and City of Hunters Creek Village ("Hunters Creek"), together, the "Entities," for the purpose of the Parties conducting joint elections pursuant to Texas Election Code, Chapter 271, and Texas Education Code, Section 11.0581.

Preamble

WHEREAS, SBISD is a political subdivision and independent school district of the State of Texas and will conduct a trustee election on May 3, 2025;

WHEREAS, Hunters Creek is a municipality of the State of Texas located partially in SBISD and will conduct a mayoral and/or city council election on May 3, 2025;

WHEREAS, Chapter 271 of the Texas Election Code authorizes joint elections if the elections ordered by two or more political subdivisions are to be held on the same day in all or part of the same territory;

WHEREAS, Section 11.0581 requires that an election of trustees of an independent school district shall be held on the same date as the election for the members of the governing body of the municipality located in the school district as a joint election; the voters of a joint election shall be served by common polling places consistent with Section 271.003(b);

WHEREAS, SBISD and Hunters Creek have determined that it is in the best interests of SBISD, Hunters Creek, 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; and

WHEREAS, SBISD and Hunters Creek shall each order their elections for May 3, 2025 and each shall pass a resolution agreeing to a joint election.

THEREFORE, BE IT RESOLVED THAT SBISD and the City of Hunters Creek Village agree as follows:

1. Chief Election Official. Each Entity agrees to appoint a Chief Election Official who shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement.
2. Conduct of Election. Although the Entities may share election responsibilities, judges, clerks and other election workers as part of the Joint Election covered by this Agreement, each Entity shall remain responsible for the lawful conduct of its election. The Entities 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 and publication of required election notices.

3. Legal Documents. Each Entity shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, and notices required by the Texas Election Code and/or other applicable law. Preparation of the necessary materials for notices and official ballot language shall be the responsibility of each Entity, including translation to languages other than English. Each Entity shall prepare its own submission, if required, to the United States Department of Justice for preclearance of its election, pursuant to the Voting Rights Act of 1965, as amended.
4. Early Voting by Personal Appearance. The Entities agree to conduct joint early voting by personal appearance. Early voting by personal appearance will be held at the locations, dates, and times 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 location as established by SBISD.
5. Early Voting by Mail. The Entities shall conduct joint early voting by mail. SBISD's Early Voting Clerk shall serve as the Early Voting Clerk for the joint election. SBISD shall be responsible for mail ballots and any other supplies required by the Early Voting Clerk and shall be responsible for all other aspects of early voting by mail, including but not limited to, receiving applications for ballots by mail and mailing and receiving ballots by mail. Hunters Creek shall be responsible for forwarding any applications for ballots by mail it receives to SBISD's Early Voting Clerk within 24 hours of receipt.
6. Polling Places. The Parties shall have one common polling places on Saturday, May 3, 2025, Election Day, at Spring Branch Middle School, 1000 Piney Point, Houston, Texas 77024 (the "Common Polling Place").
7. Joint Ballot. The Entities 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. Hunters Creek shall furnish SBISD 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 SBISD as soon as possible following Hunters Creek's candidate position drawing and not later than a reasonable deadline to be set by SBISD and communicated to Hunters Creek in writing. Hunters Creek agrees that SBISD shall not be responsible for the wording of the ballot language provided by Hunters Creek. SBISD shall provide Hunters Creek with a ballot proof prior to finalizing the ballot for the joint election. Hunters Creek shall be responsible for proofreading and approving the ballot insofar as it pertains to Hunters Creek's candidates and/or propositions.

8. Election Judges and Clerks. SBISD shall be responsible for the appointment, compensation and training of all election officials for each Election Day and early voting polling location designated by SBISD. This includes the appointment of all judges, clerks and central counting station and early voting ballot board personnel. SBISD shall make emergency appointments of election officials if necessary. SBISD also shall notify all election judges of their appointment. Pay rates for election workers shall comply with the hourly rates required by the Texas Election and Administrative Codes for election judges and clerks. Judges and alternate judges shall also be compensated \$35.00 to attend election training. All joint polling place election workers shall receive these standardized rates of pay.
9. Voting Equipment and Election Supplies. The Entities agree to use electronic voting equipment and supplies approved by the Texas Secretary of State for the polling locations and central counting station covered by this Agreement. SBISD shall arrange for and order all equipment and supplies (i.e. election kits, official ballots, sample ballots, tabulation equipment, voter registration lists, and all forms, signs, and maps) and shall arrange delivery of the equipment and supplies to all polling places covered designated by SBISD, including the central counting station. Paper ballots will not be used by SBISD or by Hunters Creek for voting on election-day, except for provisional ballots or in the instance of electrical outages or electronic equipment failure. Hunters Creek 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. Hunters Creek agrees that should the electronic voting system fail, it will not make any claim against SBISD for damages of any kind, including but not limited to, damages incurred by Hunters Creek for having to conduct a second election as a result of such failure.
10. Early Voting Ballot Board. SBISD shall appoint an Early Voting Ballot Board (EVBB) to process early voting mail ballots received by the Entities. The EVBB shall consist of a presiding judge and at least two other members. Upon recommendation by the presiding judge, SBISD shall appoint any additional EVBB members needed. Tabulation of each Entity's mail ballots shall be conducted separately by the Early Voting Ballot Board at the central counting station on election night, at no cost to Hunters Creek. A signature verification committee may be appointed in any election under this Agreement. SBISD's early voting clerk shall be responsible for determining whether a signature verification committee is to be appointed for a particular election. If the clerk determines that a signature verification committee is to be appointed, the clerk shall issue a written order calling for the appointment in accordance with the requirements of the Election Code. Appointment to the signature verification committee shall be made by the Board of Trustees of SBISD in accordance with the requirements of the Election Code.
11. Central Counting Station. SBISD 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. SBISD also shall be

responsible for conducting any post-election manual recounts required by Section 127.201 of the Texas Election Code. Hunters Creek may provide a representative at the Central Counting Station on election night to receive the unofficial tabulation of the election. Alternatively, Hunters Creek may request that SBISD provide the election results via another means such as email. However, if an alternative means is used, SBISD shall not be responsible for technical problems with transmission. Each party to this Agreement shall be responsible for canvassing its own election returns. Central counting station personnel will be provided at no cost to Hunters Creek.

12. Logic & Accuracy Tests. SBISD 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. The Entities agree and acknowledge that it shall be the responsibility of electronic voting equipment manufacturer to program and test all election equipment in accordance with the requirements of the Texas Election Code, and it is further agreed and understood that by entering into this Agreement, SBISD does not assume any responsibility for the programming or testing of the electronic voting equipment used in the election.
13. Cancellation of Election. Either Entity may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. If an Entity cancels its election, it shall promptly notify the other Entity in writing and shall be responsible only for its share of prorated expenses through the date of cancellation. The Entity remaining in the election shall then assume full responsibility and expense for conducting its own election. The Entity cancelling its election shall be responsible for preparing all orders, resolutions, and certifications associated with canceling its election pursuant to Chapter 2 of the Texas Election Code. In the event that other entities have joined in the Joint Election, and SBISD cancels its election, each remaining entity shall assume full responsibility and expense for conducting its own election. In the event that SBISD cancels its election, any remaining entity desiring SBISD to conduct its election shall make its request in writing. Should SBISD accept the entity's request, the Entity shall assume full responsibility for expenses associated with the election. In that event, polling locations (early and election-day) shall be determined by SBISD.
14. Expenses of Joint Election. Services provided to Hunters Creek under this Agreement shall be a flat fee of \$250, unless SBISD cancels its election and Hunters Creek does not, or Hunters Creek requires a runoff election. In those instances, SBISD shall prepare and submit an invoice to Hunters Creek for Hunters Creek's expenses of conducting their election, which invoice shall be due and payable within thirty (30) days of receipt thereof. The Entities shall meet, if necessary, following the Joint Election to review administration and/or the expenses of the Joint Election. Hunters Creek agrees and acknowledges that SBISD may from time to time invite other entities who serve voters within the same boundaries to join the Joint Election. Under

such circumstances, election expenses allocated under this Agreement shall be borne proportionately by all Entities participating in the Joint Election.

15. Election Records. Each Entity hereby appoints its Chief Election Official as the general custodian of the voted ballots and **all** records of the Joint Election as authorized by Section 271.010 of the Texas Election Code. The Chief Election Officials shall work cooperatively with one another, sharing records and materials as needed. Access to the each Entity's election records shall be available to that Entity upon request as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for the electronically voted ballots shall be stored by the Chief Election Official of each Entity. Each Chief Election Official shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable. 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, each Entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Entity to bring to the attention of its records custodian notice of any pending election contest, investigation, litigation or open records request which may be filed with the Entity.
16. Joint Election Preserved. This joint election agreement shall be preserved for the period for preserving the precinct election records.
17. Recounts. A recount may be obtained as provided by Title 13 of the Texas Election Code. If either Entity requires a recount, it is understood and agreed that SBISD shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The entities agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies (including ballots, ballot boxes, and voting equipment) requested by the Entity conducting the recount. All costs of the recount shall be borne by the Entity requiring the recount.
18. Entire Agreement/Amending This Agreement. The Parties agree that this Agreement is the entire agreement between SBISD and Hunters Creek and supersedes any previous oral or written agreements. This Agreement may be amended only by the mutual agreement of the Parties, in a writing to be attached to and incorporated in this Agreement.
19. Source of Payment. Local funds expended will be from current revenues available to the paying party.
20. Term of Agreement. The term of this Agreement shall be for a period of one **(1)** year, commencing on the effective date hereof.
21. No Assignment. This Agreement may not be assigned.

22. Construction and Venue. This Agreement shall be construed under the laws of the State of Texas; mandatory and exclusive venue in any action arising out of this Agreement shall be in Harris County, Texas.
23. Authorized by Governing Body. Each party acknowledges that this Agreement has been authorized by the governing bodies of both SBISD and Hunters Creek.
24. No Third Party Beneficiary. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.
25. Notice. Notice under this Agreement must be in writing and may be delivered by hand delivery, fax or by certified mail to each Entity's Chief Election Official at the addresses listed on their respective signature blocks below.

CHIEF ELECTION OFFICIALS:

DATE

Signature: _____
Printed Name: Christine A. Porter
Political Subdivision: Spring Branch Independent School District
Address: 955 Campbell Road
City, State Zip: Houston, Texas 77024
Telephone: (713) 251-2213
Fax: (713) 251-9185
Email: christine.porter@springbranchisd.com

DATE

Signature: _____
Printed Name: _____
Political Subdivision: Hunters Creek Village
Address: 1 Hunters Creek Place
City, State Zip: Houston, Texas 77024
Telephone: _____
Fax: _____
Email: _____

Agreed this ___ day of _____, 202_

Agreed this _____ day of _____, 202_

President
Board of Trustees of
Spring Branch Independent
School District

Mayor
City of Hunters Creek Village