

**JOINT ELECTION AGREEMENT  
BETWEEN THE CITY OF TEMPLE,  
TEMPLE INDEPENDENT SCHOOL DISTRICT,  
TEMPLE COLLEGE AND TEMPLE HEALTH & BIOSCIENCE ECONOMIC DEVELOPMENT  
DISTRICT**

This Agreement (“the Agreement”), is entered into between the City of Temple (“City”), Temple Independent School District (“TISD”), Temple College (“Temple College”) and Temple Health & Bioscience Economic Development District (Temple Health & Bioscience District).

Temple, TISD, Temple College and Temple Health & Bioscience District may hereinafter be referred to individually as the “Party” and/or collectively as the “Parties.”

**WHEREAS**, the Parties are local governmental entities and subdivisions of the State of Texas, each with their own governing bodies; and

**WHEREAS**, Chapter 271 of the Texas Election Code, authorizes two or more political subdivisions to enter into an agreement to hold elections jointly when the political subdivisions are holding elections on the same day in all or part of the same county or when State law makes holding a joint election mandatory; and

**WHEREAS**, the terms of a joint election agreement pursuant to Chapter 271 of the Texas Election Code must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision and preserved for the period for preserving precinct election records; and

**WHEREAS**, the governing bodies of the Parties to this Agreement have considered this Agreement, and deem it to be in the best interest of the citizens of each respective Party; and

**NOW, THEREFORE**, the Parties mutually agree to the terms of this Agreement as set forth below.

**I. APPOINTMENT OF ELECTION OFFICER**

- A. The Temple City Secretary (“Election Officer”) is appointed to serve as each Party’s Election Officer and Early Voting Clerk to conduct the Party’s elections.
- B. As the Party’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Party’s elections in compliance with all applicable laws, with the exceptions of those duties that remain with the Parties, as established elsewhere in this Agreement.

## II. GENERAL PROVISIONS

- A. Polling Places. The polling places for joint elections of the Parties will be located as follows:

Early Voting:

TISD Administration Building  
401 Santa Fe Way  
Temple, Texas 76501

Election Day:

To be determined.

- B. Duties of City of Temple. The City will be responsible for performing all duties associated with the administration of the election, including:

- a. Preparation, publishing, and posting notice of election;
- b. Provision of all forms and supplies;
- c. Provision of election equipment and ballots;
- d. Receiving applications for early voting by mail;
- e. Conducting early voting by mail and personal appearance;
- f. Reporting election returns and conducting recounts;
- g. Appointing, training, and compensating election officers;
- h. Appointing an Early Voting Clerk for Early Voting; and
- i. Preserving elections records as required by the Election Code.

- C. Duties of Other Parties. The Other Parties will be responsible for:

- a. Notifying the City in writing by February 19, 2025 whether they will have a May 3, 2025 election;
- b. Ordering their respective election;
- c. Accepting applications for places on the ballot as candidate for office of their respective governing body;
- d. Providing in a timely manner any and all information necessary for the City to conduct the Party's election, within any deadline established by the City;
- e. Reviewing and approving in writing its election notices and ballot language by the City's deadline;
- f. Tabulating and canvassing its entity's election results;
- g. Administering the entity's duties under state and local campaign finance laws; and
- h. Issuing certificates of election to candidates elected.

- D. Effective Date; Termination; Amendment. This Agreement will become effective upon execution by the City and at least one of the other Parties and will remain in full force and effect as to those Parties until all functions related to the election on May 3, 2025, have been completed and all expenses owed under the Agreement have been paid.

- E. Apportionment of Costs:

1. Base Cost. The base cost of administering the May 3, 2025, election is estimated at \$25,000, which includes labor, supplies, machinery, publication fees, copies, postage, and other expenses necessary for the administration of the election.
2. Apportionment of Cost. The base cost of administering the election will be apportioned evenly between the Parties that have notified the City of their intent to have a May 3, 2025, election.

All Parties to this agreement will share the costs of administering this Joint Election. The City will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Party.

If the ballot, candidates, or propositions supplied by any Party are changed for any reason other than City error after their initial programming and/or printing by the City, the affected party agrees to pay all expenses associated with re-printing and re-programming the ballots, including expenses for expedited services.

3. Payment of Apportioned Costs. Half (50%) of each Party's respective portion of the costs, plus the full general supervisory fee, must be paid by each Party as a lump sum up front and must be remitted to Temple within 30 days of execution of this Agreement.
  4. Termination or Withdrawal of a Party. Should any Party terminate its participation in this Agreement by declaring its May 3, 2025, election to be canceled, in compliance with Section 2.051 through Section 2.054 of the Texas Election Code, that Party's portion of the apportioned base cost will be reallocated among the remaining Parties. Under no circumstances will any portion of the general supervisory fee be refunded.
- F. Additional Services; Costs. If the cost to administer the election will exceed the estimated amount for election administration services, each Party will submit its portion of the additional costs to Temple within 30 days of receipt of invoice for the additional costs.
- G. Current Revenues. Pursuant to Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- H. Communications:
1. Each Party and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
  2. Throughout the term of this Agreement, the Parties will engage in ongoing communications regarding issues related to Entities elections and the delivery of services under this agreement and, when necessary, the Parties shall meet with the Election Officer to discuss and resolve any problems which might arise under this Agreement.

- I. Remedy. The sole remedy for failure to provide aid under this Agreement or for breach of this Agreement is termination.

**III. MISCELLANEOUS PROVISIONS**

- A. Notice. All notice to be provided pursuant to this Agreement shall be in writing and may be affected by personal delivery, certified mail, or common carrier, to the following:

City of Temple  
Brynn Myers, City Manager  
2 North Main Street, Ste. 306  
Temple, Texas 76501

With a copy to:  
City Secretary Office  
2 North Main Street, Ste. 103  
Temple, Texas 76501

Temple College  
Christina Ponce, President  
2600 S 1<sup>st</sup> Street  
Temple, Texas 76504

Temple Independent School District  
Bobby Ott, Superintendent  
401 Santa Fe Way  
Temple, Texas 76501

Temple Health & Bioscience Economic Development District  
Michael Norman, Board Chair  
1802 S 1<sup>st</sup> Street  
Temple, Texas 76504

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mailbox, and notice by common carrier is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

- B. Compliance. The Parties shall comply with all Federal, State, and city statutes, ordinances, and regulations applicable to the performance of services under this Agreement.
- C. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties hereto, and there are no other agreements, understandings, oral or written, with reference to the subject matter contained herein that are not merged here or superseded by this Agreement.

- D. Amendments. No alteration, change, modification, or amendment to the terms of this Agreement will be valid or effective unless made in writing and signed by all Parties hereto and approved by appropriate action of the governing body of each Party.
- E. No waiver. No waiver of performance by any Party shall be construed as or operate as a waiver for any subsequent default of any terms, conditions, or covenants of this Agreement.
- F. Assignment. No Party shall assign any or all of its rights, privileges, or duties under this Agreement without the prior written approval of the governing bodies of the Parties.
- G. Status of Governmental Entities. The Parties will in no way operate as an agent of the other Party. Each Party shall be responsible for the acts and omissions of its own officers, directors, authorized agents, servants, and employees in connection with this Agreement. Each Party will at all times be legally responsible for its own personnel, officers, agents and/or equipment.
- H. Governmental Immunity. No Party to this Agreement waives any governmental immunity entitled to them by law, whether statutory or at common law, by virtue of entering into this Interlocal Agreement. All Parties expressly retain all such immunities afforded to them.
- I. Governing law and venue. In the event of any action arising under this Agreement, venue will be in Bell County, Texas or in the United States District Court for the Western District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- J. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.
- K. Termination; Force Majeure. No Party will be responsible for damages, nor expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe, or other event beyond the reasonable control of the Party occur and cause such damage or prevent the performance of any obligation contained within this Agreement.

#### **IV. EXECUTION**

This Agreement shall be executed by the duly authorized official(s) of each Party as expressed in approving resolution or order of the governing body of such Party. By execution of this Agreement, each Party warrants that its governing body has considered this Agreement and deems it in the best interest of the citizens of each respective governmental subdivision.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date indicated above.

**CITY OF TEMPLE, TEXAS**

**TEMPLE COLLEGE**

\_\_\_\_\_  
BRYNN MYERS  
CITY MANAGER

\_\_\_\_\_  
CHRISTINA PONCE  
PRESIDENT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
JANA LEWELLEN  
CITY SECRETARY

\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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CITY ATTORNEY'S OFFICE

\_\_\_\_\_

**TEMPLE INDEPENDENT SCHOOL DISTRICT**

**TEMPLE HEALTH &  
BIOSCIENCE ECONOMIC  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
BOBBY OTT  
SUPERINTENDENT

\_\_\_\_\_  
MICHAEL NORMAN  
CHAIR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

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