

JOINT ELECTION AGREEMENT

STATE OF TEXAS §
 §
HARRIS & CHAMBERS COUNTIES §

THIS JOINT ELECTION AGREEMENT (the “Agreement”) is made and entered into effective this 13th day of February, 2025, by and between the Goose Creek Consolidated Independent School District, a school district (the “School”), servicing portions of Harris and Chambers Counties, Texas, and the Lee College District, a community college district (the “College”), servicing portions of Harris and Chambers Counties, Texas, collectively referred to herein as the “Parties” or the “Districts.”

WITNESSETH

WHEREAS, if the elections ordered by the governing bodies of either of the Parties hereto are to be held on the same day, such Parties shall hold such elections jointly, as hereinafter specified, if (i) the election precincts can be served by common polling places and common election officers pursuant to Chapter 271 of the Texas Election Code, and (ii) such common polling places and election officials are designated by the governing bodies of either of the Parties hereto; and

WHEREAS, holding joint elections will facilitate the orderly conduct of the elections when the location of the polling places for the voting precincts adequately and conveniently serves the affected voters of the Parties; and

WHEREAS, holding joint elections when appropriate by utilizing the services of the same election judges will be of public and economic benefit to the persons in the affected voting districts as well as to the Parties hereto;

NOW THEREFORE THE BOARD OF TRUSTEES OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE BOARD OF REGENTS OF LEE COLLEGE DISTRICT AGREE AS FOLLOWS:

I.

If the regular or special elections ordered by the governing bodies of either of the Parties are to be held on the same day in both districts, such Parties agree to hold such elections jointly as authorized by Chapter 271 of the Texas Election Code, to the extent specified herein. The elections in the Harris County portions of the districts shall be administered by Harris County and conducted as a joint election with Harris County, and other participating entities, in precincts that can be served by common polling places pursuant to Chapter 271 of the Texas Election Code, pursuant to a joint election agreement with Harris County. The Lee College District election in the

Chambers County portion of the College shall be held pursuant to agreement with Chambers County. All joint elections held pursuant to this Agreement shall be coordinated, supervised, and handled in accordance with the provisions of the Texas Election Code. The Parties understand and agree that each Party hereto holding a joint election shall remain responsible for the lawful conduct of the election ordered by its governing body.

II.

Nothing herein shall relieve either Party hereto from enacting all appropriate election orders, resolutions, notices, and other pertinent documents required by or of its governing body, including, but not limited to, the preparation of necessary bilingual materials for notices. Furthermore, the Parties hereto will utilize voting methods approved by the Secretary of State and/or the laws of the State of Texas.

III.

A.

Each Party shall for its own election to be held on May 3, 2025:

1. conduct candidate filings,
2. conduct drawings for places on its ballot,
3. appoint judges and alternates, when necessary
4. post and publish its own election notices,
5. receive campaign finance reporting,
6. canvass its election returns and
7. take any other actions required of the entity by the Texas Election Code.

B.

Provided that the School holds an election on May 3, 2025, the School shall for the elections of the Parties to be held on May 3, 2025:

1. hire a demographer to provide a list of streets within the two districts where the boundaries are the same, which list is needed to verify said streets against Harris County/Chambers County street lists,
2. facilitate locations for early voting by personal appearance and election day for the Harris County portion of the districts pursuant to the joint election agreement with Harris County,
3. arrange for posting of unofficial returns on election night for Harris and Chambers Counties and facilitate central counting for Lee College District for election returns from Chambers County,
4. provide the Chambers County polling location at Dr. Johnny T. Clark, Jr., Elementary School for both early and election day voting.

Should the School not hold an election on May 3, 2025, the College shall for its election:

1. facilitate early voting by personal appearance through the Joint Election Agreement with Harris County for the Harris County portion of the College and conduct early voting at Dr. Johnny T. Clark, Jr., Elementary School, 6033 N. Highway 146, Baytown, Texas, 77521, for the Chambers County portion of the College,
2. arrange for election supplies and printing in English, Spanish, Vietnamese and Traditional Chinese, when appropriate. Such election supplies shall include, but not be limited to all forms, signs, and other materials used by the election judges at the polling location,
3. appoint and compensate judges and clerks,
4. publish election notices for the College,
5. process applications for early voting ballot by mail at Goose Creek CISD Administration Building,
6. partner with Goose Creek CISD to post unofficial returns on election night and host central counting for Lee College District.

D.

The 2025 joint election shall be conducted on May 3, 2025, at the Harris Countywide polling locations and at Dr. Johnny T. Clark, Jr., Elementary School in Chambers County. The School shall conduct election for School Trustee Single-Member Districts One (1), Two (2), Four (4) and Five (5). The College shall conduct an election for Three (3) Lee College Regents, Positions Four (4), Five (5) and Six (6). Should either Party not be required to hold an election, notice of such shall be delivered to the other Party as provided in Article VII herein, and the other Party may conduct its election without involvement of the Party providing notice, except as noted in this agreement.

IV.

A.

The Parties shall share polling locations, as appropriate, and appoint the same persons as election judges and alternate election judges in accordance with their Joint Election Agreements with Harris County. Each Party shall maintain the form and records of its election and shall serve as the general custodian of records for its election.

Each Party holding a joint election will each be responsible for its proportionate share of the costs for joint election processes utilized by the Parties.

B.

Common expenses of the joint election shall be prorated between the Parties incurring and benefiting from such expenditures. Expenses shall include, but not be limited to, all necessary disbursements. The School shall invoice the other Party for their pro rata portions of such joint expenses, which invoice shall be due and payable within thirty (30) days of receipt thereof. Under the terms of the Texas Election Code, no charge shall be incurred for use of public buildings to conduct an election. The parties shall meet following the May 3, 2025, Election to review expenses of the joint election.

V.

All payments required by any of the Parties hereto pursuant to this Agreement shall be made from the respective entity's current revenues at the time of the election in question. The Parties agree that the allocation of costs as specified herein fairly and adequately compensates the parties for the services required herein. All the expenses required to be paid herein shall be due on or before the thirtieth (30th) day after a Party receives an invoice for such expense or the service is provided, whichever occurs later. Any payment not timely paid in accordance with this article shall accrue interest as specified in Section 2251.025 of the Texas Government Code. The School shall be the fiscal agent for the collection of funds.

VI.

Should a governing body of a Party hereto cancel an election pursuant to Section 2.051, et seq. of the Texas Election Code or be enjoined from holding an election, such Party must send written notice of such cancellation to the Parties with whom it was to hold a joint election within ten (10) calendar days of the action of the governing body to cancel the election. Should the terms of this article be satisfied, the Party canceling the election will be responsible for its share of the costs and expenses through the cancellation date, provided the election is not cancelled by all the Parties who were to hold a joint election. The Party remaining in the election shall then assume full responsibility and expense for conducting its own election, but in any case, the Goose Creek CISD Board Room area shall be utilized as the place for issuing the unofficial returns of the election in both counties and as the central counting station for the Lee College District. The Party 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. If the election is cancelled by all the Parties who were to hold a joint election pursuant to the terms hereof, then the Parties shall be responsible for the proportionate share of the expenses paid up to the date of the cancellation.

VII.

All records of the joint election are to be maintained by the Parties. The presiding judge in Chambers County shall bring the election returns and supplies to the central counting station at the School's Administration Building immediately after the polls close on election day.

VIII.

The terms of this Agreement shall extend through any recount required by Title 13 of the Texas Election Code or any runoff election due to majority voting requirements of the Lee College District. It is understood and agreed that the Party requiring the recount shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The Parties agree to work cooperatively with one another, promptly making available all election records, equipment, and supplies requested by the Party conducting the recount. All costs of the recount shall be borne by the Party requiring the recount.

IX.

The Parties shall comply with all rules, regulations, and laws of the United States of America, and the State of Texas, as they now exist or may hereafter be enacted or amended, governing elections.

X.

All notices required to be given hereunder shall be given in writing either overnight or certified or registered mail at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either Party. Notice given by mail shall be deemed given five (5) days after the date of mailing thereof to the following addresses:

SCHOOL

Goose Creek Consolidated Independent School District
Attn: Dr. Randal O'Brien, Superintendent of Schools
P.O. Box 30, Baytown, TX 77522-0030

COLLEGE

Lee College District
Attn: Dr. Lynda Villanueva, President
P. O. Box 818, Baytown, Texas 77522-0818

XI.

Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XII.

This contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris and Chambers Counties, Texas.

XIII.

All Parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XIV.

This Agreement contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of the Parties hereto.

XV.

This Agreement shall be effective upon passage by all parties hereto for the May 2025 election, and any necessary recounts stemming from the May 2025 general election. This Agreement supersedes any other Agreement existing or in conflict herewith.

XVI.

The officers executing this Agreement on behalf of each Party hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers this the _____ day of _____, 2025.

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:

ATTEST:

President of Board of Trustees

Secretary of Board of Trustees

Printed Name

Printed Name

LEE COLLEGE DISTRICT:

ATTEST:

Chairman of Board of Regents

Secretary of Board of Regents

Printed Name

Printed Name