



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: January 22, 2019

AGENDA ITEM: Consider Approval of Joint Election Agreement and Contract for Election Services with Parker County for May 4, 2019 Trustee Election

PRESENTER: Earl Husfeld, Chief Financial Officer

BACKGROUND INFORMATION:

- As stated in Board Policy BBB (LEGAL), the Board of Trustees consists of seven members serving terms of three years, with elections held annually.
- The terms of one-third of the Board Members, or as near to one-third as possible, expire each year.
- Election of Board Members is by position or place in accordance with Texas law.
- For several years, the District has participated in a "Joint Election" with Parker County and other political subdivisions located entirely or partially inside the boundaries of Parker County.
- This "Joint Election" is cost effective for all parties and is administered by Don Markum, the Parker County Elections Administrator.
- Included for your information and review is the Joint Election Agreement and Contract for Election Services between Parker County Elections and Aledo ISD.

FISCAL INFORMATION:

The projected pro-rata cost of this election to the District is approximately \$6,000.

ATTACHMENTS:

Joint Election Agreement and Contract for Election Services between Parker County Elections and Aledo ISD

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Joint Election Agreement and Contract for Election Services with Parker County Elections for the May 4, 2019 Trustee Election.

THE STATE OF TEXAS

COUNTY OF PARKER

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between Parker County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Parker County:

ALEDO INDEPENDENT SCHOOL DISTRICT

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint MAY 4, 2019 election to be administered by Don Markum, Parker County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a special or general election on MAY 4, 2019.

The county owns an electronic voting system, the HART InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Code Section 61.012. The contracting political subdivisions desire to use the County's to use the County's electronic voting system and the compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual, agreements, and benefits to the parties, IT IS AGREED as follows:

I: ADMINISTRATION

The parties agree to hold a "Joint Election" with Parker County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Parker County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Parker County Elections Administrator for equipment, supplies, services and administrative costs as provided in this agreement. The Parker County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II: LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, and other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices and election notice's that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Parker County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and correspondence from the Department of Justice. (If Required)

The joint submission prepared by the Elections Administrator will not include submission of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III: VOTING LOCATIONS

The Elections administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be whenever possible; the usual voting location for each election precinct in elections conducted by the county, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment 'A'.

If polling places for the MAY 4, 2019 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than MAY 2, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the MAY 4, 2019. This notice shall be written in both English and Spanish languages.

IV: ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Parker County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of the election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Parker County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$15.00 for picking up the election supplies prior to the Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on election day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Parker County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V: PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables, and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. Each party to this agreement will have to supply maps at the polling locations for their jurisdiction.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate name and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

IV: EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Parker County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Parker County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "A" of this document and shall be the Early Voting site to be used in the Parker County GENERAL to be held on MAY 4, 2019. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections administrator shall provide each participating authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121 (g) of the Texas Election Code, the daily reports showing the previous day's early voting activity will be distributed to each participating authority no later than 5pm each business day if requested in writing.

VII: EARLY VOTING BALLOT BOARD

Parker County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members if required to efficiently process the early voting ballots.

VIII: CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Elections Code, appoint the following central counting station officials:

Early Voting Clerk: Don Markum

Central Count Station Manager/Tabulation: Gina Osborn

Central Count Assistants: Beth Molder, Lori Williams and Elizabeth Wroblski

Presiding Judge: Janet Cooper

Alternate Judge: Gary Howard

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precincts report to the central count station. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station. To ensure the accuracy of reported election returns, results printed on the tapes produced by Parker County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare unofficial canvass reports that are necessary for the compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct by precinct results for uploading to the Secretary of State as required by Section 67.017 of the Texas Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX: PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE PARKER COUNTY

X: RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of the agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or election day voting locations in a run-off election. If necessary, any voting changes made by a participating authority between the original election and the run-off election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended. (If necessary)

Each participating authority agrees to order any run-off election(s) at its meeting for canvassing the votes from the MAY 4, 2019 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its run-off election.

Each participating authority eligible to hold run-off elections agrees that the date of the run-off election, if necessary, shall be determined jointly by the participating authority (ies) and the Elections Administrator.

XI: ELECTION EXPENSE AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs will be estimated and where multiple participants are utilizing a polling cost will be shared. Costs for Early Voting by Personal Appearance, Early Voting by Mail, and ballot programming shall be allocated based upon the fees agreed to by the participating authorities (See annex A.)

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authorities voters.

Each participating authority agrees to pay the Parker County Elections Administrator as administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Parker County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

XII: WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority 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. The withdrawing authority is fully liable for any expenses incurred by the Parker County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. The minimum fee shall be \$75.00. Any monies over the \$75.00 minimum fee will be due within thirty days of the withdrawal from the contract.

XII: RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority 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 shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator 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, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV: RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of the secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV: MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the county's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Parker County Judge, Parker County Auditor, and the Parker County Treasurer in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be constructed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Parker County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI: COSTS ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement. Each participating authority agrees to pay the Parker County Elections Administrator of 75% due with the signed contract. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the MAY 4, 2019 election (or runoff election, if applicable), and the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the invoice from the Parker County Treasurer's Office.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

SHOW DEPOSIT DUE FOR EACH ENTITY AND TOTAL ESTIMATED

PLEASE SEE ATTACHED

XVII: JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this Agreement has been executed on behalf of the Parties hereto as follows, to-wit:

1. It has on the _____ day of _____, _____ been executed by the Parker County Elections Administrator pursuant to the Texas Elections code so authorizing;
2. It has on the _____ day of _____, _____ been executed on behalf of the **ALEDO ISD, TEXAS** PURSUANT TO AN ACTION OF THE **ALEDO ISD** so authorizing;

ACCEPTED AND AGREED TO BY THE PARKER COUNTY ELECTIONS ADMINISTRATOR

DON MARKUM
PARKER COUNTY ELECTIONS ADMINISTRATOR

ACCEPTED AND AGREED TO BY THE ALEDO ISD

EARL HUSFELD
CFO

APPROVED AS TO FORM BY

JOHN FORREST, COUNTY ATTORNEY
PARKER COUNTY, TEXAS

EARLY VOTING SITES AND HOURS

Early Voting sites and hours for voting by personal appearance for the General/Special Elections to be held on May 4, 2019 as conducted by Parker County, Texas are as follows:

Main Voting Site:

Parker County Courthouse Annex
1112 Santa Fe Dr
Weatherford, Texas 76086
Annex Kitchen

Branch Voting Sites:

Municipal Court Annex
200 N Main St
Springtown, Texas 76082
City Council Meeting Room

Peaster

Willow Park Municipal Building
516 Ranch House Rd
Willow Park, Texas 76087
City Council Meeting Room

Aledo ISD Admin Building
1008 Bailey Ranch Rd
Aledo, Texas 76008
Meeting Room

Brock Masonic Lodge
201 Grindstone Rd
Weatherford, Texas 76087
Meeting Room

Azle Masonic Lodge
257 W Main St
Azle, Texas 76020
Meeting Room

Regular Early Voting Hours and Days:

Monday, April 22, 2019	8:00a.m.-5:00p.m.
Tuesday, April 23, 2019	7:00a.m.-7:00p.m.
Wednesday, April 24, 2019	8:00a.m.-5:00p.m.
Thursday, April 25, 2019	7:00a.m.-7:00p.m.
Friday, April 26, 2019	8:00a.m.-5:00p.m.
Saturday, April 27, 2019	CLOSED
Sunday, April 28, 2019	CLOSED

Monday, April 29, 2019	8:00a.m.-5:00p.m.
Tuesday, April 30, 2019	8:00a.m.-5:00p.m.

Applications for ballots by mail may be obtained by calling **817-598-6185**
Applications for ballots by mail must be received by the Early Voting Clerk **No later than** the close of business day on Tuesday **April 23, 2019**
Applications for ballot by mail shall be mailed to:

Don Markum, Early Voting Clerk
1112 Santa Fe Dr
Weatherford, Texas 76086
Fax: 817-598-6183
Email: elections@parkercountytx.com

Contract of Elections Estimate, this is based on 15 entities

Programming	\$ 1,500.00
Shipping	\$ 10.00
Shipping of MBBs to HART	\$ 10.00
Early Voting Supplies	\$ 25.00
Early Voting Payroll	\$ 2,000.00
Election Day	\$ 25.00
Election Day Payroll	\$ 500.00
Central Count/Ballot Board	\$ 200.00
Early Voting By Mail	\$ 20.00
Ballot Paper	\$ 10.00
Mileage during Early Voting and Election Day	\$ 25.00
Preparation and Distribution of Early Voting Supplies	\$ 50.00
Preparation and Distribution of Election Day Supplies	\$ 50.00
LAT Notice	\$ 5.00
Notice of Election, Weatherford Democrat, Springtown Epigraph, Azle News, and Community News	\$ 200.00
Total	\$ 4,630.00
10% Administrative Fee	\$ 463.00
Rental Agreement of Machines (after 10%)	\$ 500.00
Total	\$ 5,593.00
Down Payment (75% due with contract)	\$ 4,194.75

Split Costs