

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES
RELATING TO AN ELECTION TO BE HELD ON MAY 7, 2022**

THE STATE OF TEXAS §
 §
COUNTY OF FAYETTE §

THIS CONTRACT for elections services is made by and between the duly appointed FAYETTE COUNTY ELECTIONS ADMINISTRATOR (“the ELECTIONS ADMINISTRATOR”), Fayette County, Texas (the “COUNTY”), and the following political subdivision located wholly inside the boundaries of Fayette County, hereinafter referred to as “the DISTRICT”:

Smithville 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 7, 2022 election to be administered by Terri B. Hefner, Fayette County Elections Administrator.

RECITALS

The Smithville Independent School District plans to hold a Trustee Election on May 7, 2022, the same day as the Special Constitutional Amendment Election of May 7, 2022 to be held by Fayette County.

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

I. ADMINISTRATION

The district agrees to hold a “Joint Election” with the Special Constitutional Amendment Election of Fayette County in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fayette County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. The district agrees to pay Fayette County and the Fayette County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Fayette County Elections Administrator shall serve as the administrator for the Joint Election; however, the district shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its Trustee Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the district as necessary.

At each polling location that serves as a common polling place, 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. The Elections Administrator shall provide the necessary voter

registration information, maps, 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.

II. LEGAL DOCUMENTS

The district shall be responsible for the preparation, adoption, and publication of all required trustee election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the district'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 that are required by the Texas Election Code.

Preparation of the necessary materials for notices as well as the exact wording of the district's portion on the official ballot shall be the responsibility of the district, including translation to languages other than English. The district shall provide a copy of their respective election orders and notices to the Fayette County Elections Administrator.

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 the voting precincts approved by the Fayette County Commissioners' Court 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 Exhibit 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 district, if said voting location is within the jurisdiction of the district. The Elections Administrator shall notify the district of any changes from the locations listed in Exhibit A.

If polling places for the May 7, 2022 joint election are different from the polling place(s) used by the district in its most recent election, the district agrees to post a notice no later than Wednesday, April 27, 2022 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the district's polling place names and addresses in effect for the May 7, 2022 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fayette County shall be responsible for the appointment of the presiding judge and associate judge for the joint election for each polling location, for the Early Voting Ballot Board, and for the Central Counting Station. The Elections Administrator shall make emergency appointments of election officials if necessary.

The Elections Administrator shall take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the compensation of all election judges and clerks both for Early Voting as well as Election Day. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each Election Day presiding election judge will be sent a "Writ of Election" from the County Judge's office, notifying him/her of his/her appointment, and the number of election clerks that the presiding judge may appoint.

All Election Day judges and clerks and/or any student election clerks, will receive compensation at the hourly rate established by Fayette County Commissioners' Court pursuant to Texas Election Code Section 32.091. The presiding judge of each precinct will receive an additional sum of up to \$25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the Central Counting Station after the polls close on Election Day, said compensation to be in accordance with the hourly rate established by the Commissioners' Court. All Election Day judges and clerks who attend voting procedures training and shall be compensated at the same hourly rate that they are to be paid on election day, limited to 2 hours.

Any county personnel from the County Elections Administrator's office who will conduct the Early Voting at the Branch location of the district, will be paid their normal county wage. Any student election clerks who work said branch location, and opt for payment, will be paid the hourly rate established by Fayette County pursuant to Texas Election Code Section 32.091.

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 will be compensated at the hourly rate set by Fayette 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 all Early Voting and Election Day voting locations.

The district shall furnish the Elections Administrator 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 authority's ballot is to be printed). The district shall be responsible for proofreading and approving the ballot insofar as it pertains to the district'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 district will be responsible for the rental cost of the election equipment to be used at the branch Early Voting location of the district.

VI. 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. The district agrees to appoint the Elections Administrator's permanent county employees as early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other early voting clerks to assist in the conduct of early voting as necessary, and that these additional early voting clerks shall be compensated at an hourly rate set by Fayette County pursuant to Section 83.052 of the Texas Election Code. Early voting clerks

who are permanent employees of the Fayette County Elections Administrator or any district shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at either 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 Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the district shall be forwarded immediately by fax or courier to the Elections Administrator for processing, and thereafter promptly delivered or mailed to the Elections Administrator's office for proper retention.

VII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

The district hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following registered voters as officials for the Early Voting Ballot Board and Central Counting Station for the district's May 7, 2022 joint election with Fayette County:

Early Voting Ballot Board Presiding Judge: Sarah Mabry
Counting Station Manager: Terri B. Hefner, Fayette County Elections Administrator
Central Count Presiding Judge: Sandra Paulus
Central Count Alternate Judge: Julie Ardery
Tabulation Supervisor: Stuart Mica

The Elections Administrator will post reports periodically when possible at the Courthouse on the East Porch (the Courthouse entrance facing North Washington Street), and on the Fayette County Website. The Elections Administrator will not be responsible to post reports on the websites of the district.

The Elections Administrator will prepare the unofficial reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will fax a copy or deliver a copy of these unofficial reports to the district's representative or to the district as soon as possible after all returns have been tabulated. The district will be responsible for the public announcement of elections results of its own election, but not of the Special Constitutional Amendment Election. The district shall be responsible for the official canvass of its own election.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for the district, unless the district requests otherwise.

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 the district and the Secretary of State's Office.

VIII. ELECTION EXPENSES AND ALLOCATION OF COSTS

The district agrees to share the costs of administering the Joint Election. The district acknowledges that it is difficult to determine, even after the election is concluded, which expenses are directly attributable to each authority. The district shall pay the agreed upon sum of \$360.00 to the Fayette County Elections Administrator for the above services, personnel, supplies, and equipment in accordance with the itemized list of estimated election expenses attached as Exhibit C, which is incorporated into this contract for all purposes, and which Exhibit includes estimated expenses as prescribed by Sec. 31.100(c) of the Texas Election Code. The contents of the itemized list are mutually agreed upon by the district, the County, and the Elections Administrator. The district, the County, and the Elections Administrator acknowledge it is difficult to determine the actual expense directly attributable to this Election Services Contract and to determine the actual additional costs of conducting the Special Constitutional Amendment Election by including the trustee election for the district. Therefore, the district, the County, and the Elections Administrator, after careful consideration, have determined and have mutually agreed that the district shall pay \$360.00 to the Fayette County Elections Administrator for the services, supplies, personnel, and equipment provided by the Elections Administrator to the district. The Elections Administrator will apply \$360.00, as allocated and stated in Exhibit C, toward election major expense categories and \$250.00 to the Elections Administrator Supervision Fee, which is included as authorized by Sec. 31.100 (d), Texas Election Code.

The Elections Administrator shall invoice the district within 10 days of the election, and the district will agree to pay the invoice within 30 days. All payments by the district will be turned over to the Fayette County Auditor, who, in turn, must deposit all funds relating to this contract into the Elections Services Contract Fund, as required by Section 31.100, Texas Elections Code.

IX. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The district 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, but will be fully liable for any expenses incurred by the Fayette County Elections Administrator on behalf of the authority plus a fee of \$75.00 for the services of the Elections Administrator.

X. 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 the district 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 the district to bring to the attention of the Elections

Administrator any notice of pending election contest, investigation, litigation or open records request that is filed with the district.

XI. 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 district 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 district's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the district as necessary to conduct a proper recount.

XII. 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 Fayette County Judge and the Fayette County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fayette County, Texas.
4. 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 construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and of any other entities with local jurisdiction.
6. 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.

XIII. AMENDMENTS

Any Amendments or additions to this Contract must be in writing and must be signed by the Elections Administrator on behalf of the County, and signed by the District, in order to be valid and of effect.

IN WITNESS WHEREOF, the Elections Administrator, Fayette County, and the District have executed this Contract in two originals on the respective dates written below their signatures, said Contract being effective, complete and binding as to both the Elections Administrator, Fayette County, and the District as of and on the later date of signature set forth below.

FAYETTE COUNTY
ELECTIONS ADMINISTRATOR

Approved for the Elections
Administrator:

Terri B. Hefner
Fayette County Elections Administrator
P. O. Box 605
La Grange, Texas 78945
Phone: (979) 968-6563
Fax: (979) 968-6426

Blake Watson
Assistant Fayette County Attorney

DATE: _____

DATE: _____

SMITHVILLE INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Address: _____

DATE: _____

Phone: _____

Fax: _____

DATE: _____

APPROVED AND ACCEPTED BY

FAYETTE COUNTY, TEXAS

By:

Joe Weber
Fayette County Judge

ATTEST:

Brenda Fietsam
Fayette County Clerk and
Clerk of the Commissioners' Court

(seal)

EXHIBIT A-Early Voting

Early voting by personal appearance will be conducted weekdays at the Fayette County Elections Office, Meadows Building, 275 Ellinger Road, La Grange, Texas, between the hours of:

- 8:00am to 5:00pm on Monday, April 25, 2022 through Tuesday, May 3, 2022

Applications for a ballot to be voted by mail may be mailed, faxed or electronically transmitted by email to:

Fayette County Elections Office
Attn: Terri Hefner, Elections Administrator
P.O. Box 605
La Grange, TX 78945
Fax number: 979-968-6426
Email: elections@co.fayette.tx.us

EXHIBIT B-Polling Locations

Election Precinct	Voting Location	Voting Location Address
101N La Grange <i>(formerly known as 01 North La Grange)</i>	101N La Grange La Grange City Hall Council Chambers	155 E. Colorado St. La Grange, TX 78945
110 Warda <i>(formerly known as 10 Warda and 11 Winchester)</i>	110 Warda Holy Cross Lutheran Church	600 FM 1482 Warda, TX 78960
112 Plum <i>(formerly known as 12 Plum and 13 West Point)</i>	112 Plum St. Peter & Paul Parish Church Hall	136 Plum Church Rd. Plum, TX 78963
201E La Grange <i>(formerly known as 01 East La Grange and 02 Rutersville)</i>	201E La Grange La Grange Church of Christ	646 E Hwy 71 Business La Grange, TX 78945
204 Fayetteville <i>(formerly known as 03 Ellinger, 04 Fayetteville, and 05 Willow Springs)</i>	204 Fayetteville Fayetteville Community Center	202 West Main Fayetteville, TX 78940
207 Round Top <i>(formerly know as 06 Warrenton, 07 Round Top, 08 Carmine, and 09 Nechanitz)</i>	207 Round Top Round Top Town Hall	102 Main St. Round Top, TX 78954
301W La Grange <i>(formerly known 01W La Grange and 20 Hostyn)</i>	301W La Grange St Paul Lutheran Church Ed. Bldg.	427 S. Washington La Grange, Texas 78945
315 Cistern <i>(formerly known as 14 Muldoon and 15 Cistern)</i>	315 Cistern St. Cyril & Methodius Parish Hall	113 Manchester Cistern, TX 78941
316 Flatonia	316 Flatonia	208 E. North Main

<i>(formerly known as 16 La Grange and 17 Praha)</i>	Flatonia Civic Center	Flatonia, TX 78941
422 Ammannsville <i>(formerly known as 21 Swiss Alp and 22 Ammannsville)</i>	422 Ammannsville Ammannsville KJT Hall	7904 Mensik Road Schulenburg, TX 78956
423 Holman <i>(formerly known as 23 Holman and 26 Mullins Prairie)</i>	423 Holman Holman Parish Hall	9937 FM 155 La Grange, TX 78945
425 Schulenburg <i>(formerly known as 24 Dubina and 25 Schulenburg)</i>	425 Schulenburg County Building #1	312 Paulus Street Schulenburg, TX 78956

EXHIBIT C-Fee Chart

Estimated Election Expenses	
June 13, 2019 Special Hospital District Election	\$21,950.00
Number of Fayette County Registered Voters	17,500
Number of Smithville ISD Voters and %	169(1%)
1% of \$21,950.00	\$220.00
Divide by 2	\$110.00
EA Supervision fee	\$250.00
Total estimated for contract	\$360.00