

THE STATE OF TEXAS §
COUNTY OF TAYLOR §

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between TAYLOR COUNTY, TEXAS, acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator" and the Wylie Independent School District, hereinafter referred to as "Political Subdivision", pursuant to the Texas Election Code Section 31.092(a) and 271.002 for a Joint November 7, 2017 Election.

RECITALS

WHEREAS, Taylor County is holding a Constitutional Amendment Election on November 7, 2017.

WHEREAS, the Wylie Independent School District is holding a Special Bond Election on November 7, 2017.

WHEREAS, the Elections Administrator is the officer in charge of election duties for Taylor County. The Wylie Independent School District is a political subdivision situated partially and/or wholly within Taylor County, Texas. The Political Subdivision and the Elections Administrator have determined that it is in the public interest of the inhabitants of the political subdivision that the Elections Administrator furnishes to the political subdivision certain election services and equipment needed by the political subdivision in connection with the holding of the election on November 7, 2017. This contractual agreement will be binding upon the parties with regard to this election only.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic eSlate Voting System, 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 Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

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

I. ADMINISTRATION

The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the election as provided in this Contract. Political Subdivision agrees to pay the Taylor County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Taylor County Elections Administrator shall serve as the administrator for the election; however, the Political Subdivision shall remain responsible 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 the Political Subdivision.

It is understood and agreed that other political subdivisions located partially or wholly within the boundaries of Taylor County may wish to participate in the use of the County's electronic voting system and polling places, and that Taylor County and 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, all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places.

At each polling location, all 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.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. The Political Subdivision shall provide a copy of its election order and notice to the Taylor County Elections Administrator prior to Election Day.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall recruit polling place officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of election officials if necessary.

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 insure that all election judges appointed for the 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 the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the 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 an hourly rate established by Taylor County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$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.

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 in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Taylor County.

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 Early Voting and Election Day voting locations. At each polling location, any and all joint participants to this Contract 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.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot. This list shall be delivered to the Elections Administrator as soon as possible after the Political Subdivision has determined ballot positions. The Political Subdivision shall be responsible for proofreading and approving the official ballot in both English and Spanish.

VI. EARLY VOTING

The Political Subdivision agrees that the Elections Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 400 Oak Street, Suite 101, Abilene, Texas, as the main Early Voting polling location. Political Subdivision all agrees that the Elections Administrator's permanent county employees shall serve as deputy early voting clerks. It is further agreed that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the election may vote early by personal appearance at any one of the 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Upon requests, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the election. The Taylor County Commissioners Court shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board and, if needed, the Signature Verification Committee members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

The Elections Administrator hereby, appoints the following central counting station officials in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code:

Counting Station Manager
Tabulation Supervisor
Presiding Judge

Freda Ragan, Elections Administrator
Cindy Frazier, Assistant Elections Administrator
Shirley Glandon

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. Political Subdivision shall be responsible for the official canvass of its election.

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

IX. RUNOFF ELECTION

Political Subdivision 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 this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by the Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, common expenses will be shared equally between the participating parties.

The Political Subdivision shall reimburse Taylor County for the wages of Early Voting election clerks that are to work at early voting locations, election day workers (including Judges, Alternate Judges, and clerks), personnel working in support of the Early Voting Ballot Board and Central Counting Station on election night.

The Political Subdivision shall reimburse Taylor County for any and all additional costs associated with conducting early voting at the temporary branch locations listed in **Attachment "B"**.

The Political Subdivision shall reimburse Taylor County a rate of time and half based on the hourly rate of Taylor County employees for contractual duties performed outside the normal business hours of Taylor County.

The Political Subdivision agrees to pay Taylor County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

Estimated cost of services is stated in **Attachment "C"**.

XI. 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 Political Subdivision 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 office of the Elections Administrator. 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 Political Subdivision 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 Political Subdivision.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision 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 Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that 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 is such even there may be an adjustment of the share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed challenging Political Subdivision's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of Political Subdivision resulted in legal action against Taylor County or the Taylor County Elections Administrator or any additional election personnel, then Political Subdivision shall provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, The Election Administrator or another participating authority in the election has precipitated such legal action.
4. 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.
5. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. 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 Taylor County, Texas.
7. In the event of one of more of the provisions contained in the 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.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. 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.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. FINAL OBLIGATION AND PAYMENT

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Political Subdivision's financial obligation under the terms of this Contract to be timely calculated after the joint election.

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XV. CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the ____ day of _____, 2017 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2017 been executed on behalf of the Wylie Independent School District pursuant to an action of the Wylie Independent School District so authorizing;

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

Freda Ragan
Elections Administrator

ACCEPTED AND AGREED TO BY THE WYLIE INDEPENDENT SCHOOL DISTRICT:

APPROVED:

ATTESTED:

Joey Light, Superintendent, Wylie I.S.D.

Board Secretary, Wylie I.S.D.