



# Wharton County Junior College

## Proposed Agenda Item Board of Trustees Meeting

Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: February 20, 2024

Date of this Proposal: February 8, 2024

**SUBJECT:**

Joint Election Agreement

**RECOMMENDATION:**

Recommend approval of the Joint Election Agreement and Election Service Contract between Wharton County Elections Department and Wharton County Junior College.

**BACKGROUND/RATIONALE:**

Administration has contacted the Wharton County Elections Administrator, Cindy Richter and has determined that it is beneficial for WCJC to enter into this agreement. By entering into this agreement, the entities holding elections that day will be able to utilize the expertise of the Elections Administrator as well as sharing costs..

**Estimated Cost and Budgetary Support (how will this be paid for?):** N/A

Approximately \$6,900.00 (budgeted in 2023– 2024 Current Unrestricted Operating Budget)

**RESOURCE PERSON(S) [name(s) and title(s)]:**

Bryce D. Kocian, Vice President of Administrative Services

**SIGNATURES:**

B.D. Kocian  
Originator

02/08/2024  
Date

B.D. Kocian  
Cabinet-Level Supervisor

02/08/2024  
Date

**PRESIDENT'S APPROVAL:**

Betsy McCreesh

2-9-24

JOINT ELECTION AGREEMENT  
AND  
ELECTION SERVICE CONTRACT  
BETWEEN  
WHARTON COUNTY ELECTIONS DEPARTMENT  
AND  
CITY OF WHARTON  
WHARTON INDEPENDENT SCHOOL DISTRICT  
CITY OF EAST BERNARD  
EAST BERNARD INDEPENDENT SCHOOL DISTRICT  
CITY OF EL CAMPO  
EL CAMPO INDEPENDENT SCHOOL DISTRICT  
WEST WHARTON COUNTY HOSPITAL DISTRICT  
WHARTON COUNTY JUNIOR COLLEGE

FOR THE CONDUCT OF A JOINT ELECTION  
TO BE HELD SATURDAY MAY 4, 2024

TO BE ADMINISTERED BY THE WHARTON COUNTY ELECTIONS DEPARTMENT (WCED)

1. JURISDICSTION

- 1.1. City of Wharton
- 1.2. Wharton Independent School District
- 1.3. City of East Bernard
- 1.4. East Bernard Independent School District
- 1.5. City of El Campo
- 1.6. El Campo Independent School District
- 1.7. West Wharton County Hospital District
- 1.8. Wharton County Junior College

2. ADMINISTRATION

- 2.1. WCED agrees to coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay WCED for equipment, supplies, services, and administrative costs as outlined in this agreement. WCED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

3. LEGAL DOCUMENTS

- 3.1. Each participating authority will be responsible for the preparation, adoption and publication of all required election orders, resolutions, notices, and any other pertinent documents required by their respective governing bodies.
- 3.2. WCED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with the regard to administration of the Joint Election. A copy of the submission will be furnished to each participating authority. Any other changes which require pre-clearance by the U.S. Department of Justice will be the responsibility of each participating authority. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating authority. Each participating authority will provide a copy of their respective election notices and justice submission to WCED.

4. BALLOT MARKING DEVICE VOTING SYSTEM

- 4.1. Each participating authority agrees that voting during the Joint Election will be by use of the ExpressVote BMD system from ES&S. This voting system is approved by the Secretary of State in accordance with the Texas Election Code. WCED will be responsible for the preparation of programs and the testing of the ballot marking device system including the machines used for tabulating the ballots. Testing of the ballot marking device system will be conducted at the Elections Department, 315 E. Milam, Wharton, beginning **Thursday April 11, 2024 at 10:00am.**
- 4.2. WCED agrees to provide up to 8 ExpressVote BMD and 1 DS200 scanner per voting location.
- 4.3. The cost of the ExpressVote BMD for the election will be determined by multiplying the total number of ExpressVotes by \$330.00 each for early voting and \$165.00 each for Election Day,
- 4.4. The cost of the DS200 will be \$400.00 each for early voting and \$200.00 each for Election Day,
- 4.5. The cost of the computerized voter qualification system will be \$35.00.

## 5. VOTING LOCATIONS

- 5.1. WCED will arrange for the use of all voting locations, subject to the approval of each participating authority. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, WCED will arrange for the use of an alternate location with the approval of each participating authority affected by the change. WCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. WCED will notify each participating authority of any changes from the locations listed in Attachment "B".
- 5.2. WCED will send each participating authority a final version of Attachment "B" which reflects the actual locations to be used on the day of the election.

## 6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

- 6.1. WCED will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating authority. WCED shall arrange for the training. Compensation of all presiding judges and clerks will be the responsibility of each participating authority. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, WCED will name a judge for the precinct and notify each participating authority affected by the change.
- 6.2. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to hire a bilingual clerk, WCED may make a recommendation. If WCED is unable to make a recommendation, the participating authorities shall be notified and responsible for providing a recommendation for the precinct.
- 6.3. WCED is responsible for notifying 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 all election judges appointed for the Joint Election are eligible to serve. The presiding judge, with assistance from WCED, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- 6.4. If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, WCED will conduct a drawing from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5. WCED will send joint participants an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating authority.
- 6.6. WCED will hold one (1) public schools of instruction on the use of voting equipment and election laws on **Thursday, April 11, 2024** from 10:00am to 12:00pm in the Classroom, Wharton County Annex, 315 E. Milam St., Wharton, Texas 77488. No election judge shall be appointed unless he/she has attended an election training session taught by WCED in the past eighteen (18) months on the ExpressVote BMD system. However participating entities have requested that judges appointed for the Joint Election should attend the training session.
- 6.7. The election judges are responsible for picking up election supplies at the time and place determined by WCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.25 per hour, alternate judge and clerks \$8.75 per hour (for a maximum

of 14 hours). The election judge will receive an additional \$25.00 for picking up and returning the election supplies.

- 6.8. WCED will employ other personnel necessary for the proper administration of the election, including such part-time help as necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of Early Voting and Election Day, and for the efficient tabulation of the election returns. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "D". Part-time personnel working in the support of the central counting station will receive pay for at least four hours, minimum call for service regardless of the actual hours worked. (Attachment "D")

## 7. SUPPLIES AND PRINTING

- 7.1 WCED will arrange for all election supplies and printing, including, but not limited to, all forms, signs, and other material used by the election judges at the early voting locations.
- 7.2 Each participating authority will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- 7.3 Each participating authority shall furnish to WCED a list of candidates and/or propositions showing the order in which their candidate names and/or proposition(s), in both English and Spanish, are to appear on the official ballot. The list will be delivered to WCED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

## 8. RETURNS OF ELECTIONS

- 8.1. WCED will be responsible for establishing and operating the central counting station to receive and tabulate the votes in accordance with the provisions of the Texas Election Code and of this agreement.
- 8.2. The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials: Manager - Cindy Richter, Wharton County Elections Administrator, and Tabulating Supervisor- Cindy Richter, Wharton County Elections Administrator.
- 8.3. The manager or her representative will deliver an Early Voting report and a cumulative report of the election results. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies. Any participating authority, upon request, may require release of returns be given only to a specified person, said person must be present by 7:30pm at Wharton County Annex D.
- 8.4. WCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:30am **Friday, May 10, 2024**. All participating authorities will be responsible for the official canvass of their respective elections.

## 9. ELECTION EXPENSES

- 9.1. The participating authorities agree to share the costs of administering the **May 4, 2024** Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Each standalone precinct shall be billed to the requesting entity. A standalone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".

- 9.2. The expenses for early voting by mail and personal appearance will be paid equally by each participating authority, unless otherwise amended.
- 9.3. The participating authorities agree to pay the election workers directly. Each authority will be billed for their respective data only. A summary of individual expense will be prepared by WCED within 30 days after the election.
- 9.4. Final election expenses will be determined within 30 business days after the election. WCED will provide each participating authority with a final accounting in writing.

#### 10. RECORDS OF THE ELECTION

- 10.1. Cindy Richter, 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.
- 10.2. Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Election Department, 315 E. Milam St., Suite 103, Wharton, Texas at any time during normal business hours. WCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.
- 10.3. Under Section 66.058 (Texas Election Code), the WCED will retain election records securely for 60 days. After 60 days, WCED will store the Joint Election Records for the remainder of the 22 months preservation period. WCED will be responsible for the destruction of the Joint Election records after the preservation period.

#### 11. EARLY VOTING

- 11.1. Cindy Richter, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of Joint Election participants, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating authority recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, WCED will conduct a drawing from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended Deputy Early Voting judges/clerks for the main and branch early voting locations are listed in Attachment "C".
- 11.2. Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning **Monday, April 22, 2024**, and continuing through **Friday, April 26, 2024** between 8:00am and 5:00pm; **Monday, April 29, 2024**, and continuing through **Tuesday, April 30, 2024** between 7:00am and 7:00pm.

**MAIN EARLY VOTING POLLING PLACE:** Wharton County Annex D, Suite 115, 315 E. Milam St, Wharton

**BRANCH EARLY VOTING POLLING PLACES:** Wharton County Library- El Campo Branch, 200 W. Church, El Campo; East Bernard Library, 746 Clubside Drive, East Bernard;  
Participating authorities will continue to use their normal Early Voting locations.

- 11.3. All requests for early voting ballots by mail that are received by participating authorities will be forwarded on the day of receipt to the Wharton County Elections Department, P.O. Box 390, Wharton, TX 77488 for processing. Persons voting by mail will send their voted ballots to the Wharton County Elections Department.

11.4. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. The participating authorities agree to appoint Monica Martin as presiding judge and Joyce Ferrell as alternate judge of the early voting ballot board.

12. ELECTION REPORTS

12.1. WCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous days voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail.

13. RUNOFF ELECTION

13.1. In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating authority states in writing before **Friday, May 17, 2024** that it does not wish to participate in a joint runoff. Runoff election will be held on **Saturday, June 15, 2024**.

14. CONTRACT WITHDRAWAL

14.1. Any participating authority that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election Contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contact shall be provided to the remaining participants no later than five (5) days after notification of all intents to withdraw have been received in writing by WCED.

15. Saturday **May 4, 2024** JOINT CONTRACT ACCEPTANCE AND APPROVAL

RECOMMENDED FOR APPROVAL BY:

\_\_\_\_\_  
Cindy Richter, Elections Administrator

\_\_\_\_\_  
Date

ACCEPTED AND AGREED TO BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Entity

ATTESTED TO BY:

\_\_\_\_\_  
Signature