

**THE STATE OF TEXAS  
COUNTY OF TAYLOR**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

**THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES** is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," 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" or the "District" and individually a "Party" and together, the "Parties."

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Sections 31.092 and 271.002, as amended, for a joint **May 6, 2023** election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator."

*RECITALS*

**WHEREAS**, The Wylie Independent School District is holding a General Election on the uniform election date of May 6, 2023 (the "Election") to elect school board trustees.

**WHEREAS**, The County owns an electronic voting system, the Hart Intercivic Verity Duo 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 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 covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

**I. ADMINISTRATION**

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code, as amended, and this Agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for the District's proportionate share of equipment, supplies, services, and administrative costs as provided in this Agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of the 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 in regard to the Election.

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 Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Agreement. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the County's electronic voting system at the applicable polling locations.

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.

## **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 or applicable Texas law.

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 Elections Administrator shall be responsible for the preparation and publication of the Notice of Election for all participating authorities. It is agreed that the expense of preparing and publishing of the Notice of Election shall be shared equally among each participating authority.

## **III. VOTING LOCATIONS**

Taylor County has adopted a countywide polling location program. Voters from political subdivisions participating in this Joint Election may cast a ballot at any polling location open for this Election. The Elections Administrator will coordinate and arrange for Early Voting and Election Day voting locations. The Elections Administrator shall notify each participating political subdivision of the voting locations and any necessary changes to such locations.

If polling places for the May 6, 2023 Joint Election are different from the polling place(s) used by the Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Wednesday, April 26, 2023 at the entrance to any previous polling locations in the jurisdiction stating that the polling location has changed and stating the polling location names and addresses in effect for the May 6, 2023 election.

The Parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, including, but not limited to, complying with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order or local emergency declaration or order.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL**

The 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, as amended. The Elections Administrator shall recruit polling location 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, as amended, and will 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 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 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 for the Election.

Each Election judge and clerk will receive compensation at an hourly rate established by the County pursuant to Texas Election Code Section 32.091, as amended. Judges and Clerks will be compensated for actual time spent working at a polling location 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 have closed.

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 the 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 polling locations. 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.

Political Subdivision shall furnish the Elections Administrator a list of all candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Ballot drawing shall be conducted by each political subdivision and the results of such drawing shall be reported to the Elections Administrator. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

#### **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code, as amended. The participating authorities agree 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 as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section 83.052 of the Texas Election Code, as amended.

The Elections Administrator will coordinate and arrange for the use of early polling locations. After all candidate filing deadlines and candidate withdrawal deadlines have passed, final early polling locations will be determined. The Elections Administrator shall notify each participating political subdivision of the early polling locations and any necessary changes to such locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early polling 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, as amended. Any requests for early voting ballots to be voted by mail for the Election received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

#### **VII. EARLY VOTING BALLOT BOARD**

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The Election Administrator shall appoint the Presiding Judge and Alternate Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

## **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, as amended, and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, as amended, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Justine Phillips, Deputy Elections Clerk
Presiding Judge	Vicki Adams
Alternate Judge	Linda Perkins

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the Election results as polling locations 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, candidates, 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. All participating authorities shall be responsible for the official canvass of their respective elections.

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 Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions so participating.

Any expenses incurred in the rental of polling location facilities shall be pro-rated among the participants to the Joint Election.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this Joint Election.

Each participating political subdivision shall share the cost and reimburse the County for the wages of Early Voting Election Clerks that are appointed and employed to work at the early polling locations.

Each participating political subdivision agrees to reimburse the County for the wages for Election Day Judges and Clerks.

Each participating political subdivision shall share the cost and reimburse the County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of the County in accordance with Section 31.100(e) of the Texas Election Code, as amended.

Political Subdivision agrees to pay the County an administrative fee equal to ten percent (10%) of the District's total proportionate share of the Election cost in accordance with Section 31.100(d) of the Texas Election Code, as amended.

Estimated cost of services is stated in Attachment "A" hereto.

#### **XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its Election in accordance with applicable law. In the event of a cancellation under this section, the Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of any such cancellation notice.

#### **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, as amended. 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, as amended. 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.

#### **XIII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code, as amended. 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.

#### **XIV. 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 polling locations, 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 shall be an adjustment of the share to be paid to the County by the participating authorities, as appropriate.
2. The Elections Administrator shall file copies of this Agreement with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code, as amended.

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.
4. Nothing in this Agreement prevents any Party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Agreement or a violation of the Texas Election Code.
5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay.
6. 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.
7. 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.
8. In the event one or 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.
9. 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.
10. 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.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

#### **XV. FINAL OBLIGATION AND PAYMENT**

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

**XVI. 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 \_\_\_\_\_, 2023 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the \_\_\_\_ day of \_\_\_\_\_, 2023 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 THE WYLIE INDEPENDENT SCHOOL DISTRICT:**

APPROVED:

By: \_\_\_\_\_  
Joey Light, Superintendent

ATTESTED:

\_\_\_\_\_  
School Board Secretary

**ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:**

APPROVED:

By: \_\_\_\_\_  
Freda Ragan  
Elections Administrator