

## JOINT ELECTION AGREEMENT & CONTRACT FOR ELECTION SERVICES

### THE STATE OF TEXAS COUNTY OF NUECES

THIS CONTRACT for election services is made by and between Kara Sands, County Clerk of Nueces County, Texas and Banquete ISD, hereinafter referred to as "Political Subdivision," located entirely or partially inside the boundaries of Nueces County.

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 for a Joint Uniform Election to be administered by Kara Sands, County Clerk of Nueces County, Texas, hereinafter referred to as "County Clerk."

### RECITALS

The political subdivision, Banquete ISD, enters into agreement with the County Clerk of Nueces County who will conduct its General Election on November 8, 2016, held for the purpose of electing individuals to serve on the Banquete ISD's City Council/School Board/Other Board and a Special Election on certain propositions. Nueces County agrees to conduct turnkey joint election services for Banquete ISD and other political subdivisions located entirely or partially inside the boundaries of Nueces County, for the purpose of voting on candidates elected to serve in the political subdivisions' governing bodies and/or certain propositions.

Nueces County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), which has been duly approved by the Texas 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. The contracting political subdivisions desire to contract the County's electronic voting system in tandem with the County's elections services, and to compensate the county for such use and to share in 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" with Nueces County on November 8, 2016 in accordance with Chapter 271.002 of the Texas Election Code and this agreement.

The County Clerk is appointed to serve as the participating Political Subdivision's Election Officer.

The parties agree to hold "JOINT EARLY VOTING" with Nueces County in accordance with Chapter 271.006 of the Texas Election Code and this agreement.

The County Clerk is appointed to serve as the participating Political Subdivision's Early Voting Clerk.

As the participating Political Subdivision's Election Officer and Early Voting Clerk, the County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election and Early Voting as provided in this agreement in compliance with all applicable state and federal laws, unless specifically stated otherwise.

Participating Political Subdivisions shall be responsible for the preparation and publication of all required election orders, notices, and any other pertinent documents required by the Texas Election Code.

The County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of 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 the County Clerk may enter into other contracts for elections services for those purposes on terms and conditions generally similar to those set forth in this contract.

The County Clerk shall notify all elections judges of the eligibility requirement 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 County Clerk shall arrange for the training and compensation of all election judges and clerks. The County Clerk 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 County Judge notifying him/her of his/her 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 Nueces County pursuant to Texas Election Code 32.091. The election judge will receive an additional sum of \$25.00 for picking up election supplies and records prior to Election Day and for returning election records, supplies and equipment to the Central Counting Station after the polls close, when applicable.

The County Clerk 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 and performance of duties during early voting and on Election Day, and for the efficient tabulation of ballot at the Central Counting Station. Part-Time personnel working as members of the Signature Verification Committee Early Voting Ballot Board and/or Central Counting Station on election night will be compensated at the hourly rate set by Nueces County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

## **II. PREPERATION OF SUPPLIES AND VOTING EQUIPMENT**

The County Clerk shall arrange preparation 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 County Clerk 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 County Clerk shall provide the necessary voter registration information, maps, instructions, and other information needed to enable election judges in the voting centers that have more than one ballot style to conduct a proper election.

Each participating political subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and /or propositions are to appear on the official ballot in both English and Spanish. Each political subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to that political subdivision and/or propositions, and information will be printed exactly as submitted. The County Clerk will proof all ballot content before and after political subdivision has given final approval of final ballots material such as: candidate(s) name(s), races, titles, election headers, district-precinct-ward, and other details.

Voting by personal appearance shall be conducted exclusively on Nueces County's electronic voting system. Voters will be provided provisional ballots when determined applicable by the presiding judge and verified by the County Voter Registrar. The number of paper ballots printed for Election Day voting is recommended to be, at a minimum, equal to the same Election Day turnout as in the last comparable election plus 25% of that number, with the final number of ballots ordered per polling place or precinct adjusted upward to end in a number divisible by 50.

The Central Counting Station Manager or representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. 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 electronic distribution and other means.

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

The County Clerk will prepare the electronic precinct-by-precinct results report for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The County Clerk agrees to upload these reports for each Political Subdivision unless requested otherwise.

The County Clerk 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 Political Subdivision and the Secretary of State's Office.

### **III. RUNOFF ELECTIONS**

Each participating Political Subdivision shall have the option of extending the terms of this agreement through its Run Off Election, if applicable. In the event of such Run Off Election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the

County Clerk in writing within three (3) business days of the original election. The Political Subdivision shall revisit terms of the agreement to ensure the County Clerk is in a position to conduct any special election (Run Off).

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

Each participating Political Subdivision agrees to order any Run Off election(s) at its meeting for canvassing the votes from the November 8, 2016, general 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 Political Subdivision eligible to hold Run Off elections agrees that the date of the Run Off election, if necessary, shall be determined jointly by the participating Political Subdivision and the County Clerk.

#### **IV. 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 political subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the political subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk agrees to provide advisory and referral services to each political subdivision as necessary to conduct a proper recount.

#### **V. ELECTION EXPENSES AND ALLOCATION COSTS**

The participating political subdivisions agree to share the costs of administering the Joint Election and Early Voting. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters within the County and participating Political Subdivisions. The County Clerk will submit a detailed bill to participating Political Subdivisions no later than 90 days after the Joint Election.

Ballot programming will be handled by Hart InterCivic. Pricing is based on the number of races and/or bonds. Hart InterCivic will directly bill participating Political Subdivisions their portion of costs.

#### **VI. RECORDS OF THE ELECTION**

The County Clerk is hereby appointed General Custodian of the voted ballots and all records of the November 8, 2016 JOINT ELECTION as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each 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 offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk 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 County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating Political Subdivision to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request which may be filed with the political subdivision. It is also the responsibility of the participating Political Subdivisions to notify the County Clerk of any public records requests, within two days of a request for information related to the election being conducted by the County Clerk.

## **VII. 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 Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the political subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk agrees to provide advisory and referral services to each political subdivision as necessary to conduct a proper recount.

## **VIII. 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 County Clerk may contract with such other districts or political subdivisions for such purposes and that, in such event, there may be an adjustment of the cost share to be paid to the County by the participating Political Subdivisions.

2. The County Clerk shall file copies of this document with the Nueces County Judge and the Nueces County Auditor 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 construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Nueces 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 construed 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 any other entities with local jurisdiction.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on this 15<sup>th</sup> day of August, 2016, with the effective date being the date of execution by last signatory.

**NUECES COUNTY**

Kara Sands  
Kara Sands  
Nueces County Clerk

8/15/16  
Date

**BANQUETE ISD**

Max Thompson  
Dr. Max Thompson  
Superintendent

8/17/16  
Date