

**INTERLOCAL AGREEMENT FOR ELECTION SERVICES BETWEEN
THE CITY OF BRADY, BRADY INDEPENDENT SCHOOL DISTRICT AND BROWN COUNTY**

This agreement is made by and between the City of Brady, The Brady Independent School District and Brown County Texas for the provision of election services for the General elections to be held on May 7, 2016.

Whereas, the City and School District are authorized to execute this agreement pursuant to the provisions of the Texas Election Code; and

Whereas, the City and School District have determined that it is in the public interest of the residents of the City and the School District to have a joint election and that the following agreement be made and entered into for the purpose of conducting the elections.

Now therefore, in consideration of the mutual covenants and agreements set forth, the parties agree as follows:

Section 1. Services Provided by City. The City agrees to perform the following duties:

1. Appoint persons as presiding election judges and alternate judges, provide training for judges and arrange for the use of polling places.
2. Procure and distribute election supplies, and distribution of ballots.
3. Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the election judges.
4. Supervise the conduct of early voting and supply personnel to serve as deputy early voting clerks.
5. Supervise the conduct of voting on Election Day and report results to the School District.
6. Other incidental related services as may be necessary to effectuate the election.

Nothing in this agreement is intended to limit the discretion of the City Secretary in the execution of her duties.

Section 2. Duties of the School District. The School agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.

March 7, 2016
(Exhibit #1)

3. Provide a list of registered voters to be used in conducting the election, in conformity with the boundaries of the school district and the election precincts established for the election.
4. Deliver the names of the candidates that are to be printed on the ballot with the exact form, wording and spelling that are to be used.
5. Translate any election documents into Spanish.
6. Provide technical assistance as requested by the City Secretary.

Section 3. Administration. The City Secretary will be responsible for administering this agreement and providing supervisory control over all agents, officers, and other personnel performing services pursuant to the agreement. The contact person for the City is the City Secretary Tina Keys and the contact person for the School District is Teresa Lawrence.

Section 4. Cost of Services. The School District shall reimburse the City for the expenses incurred for programming cost for preparation of the ballot. The School District shall reimburse the City for expenses incurred on behalf of the School District including one-half of all expenses incurred OR all of the expenses incurred if the City is able to cancel the City's election due to unopposed Mayor and Council races. The City will submit a statement of the costs to be reimbursed by the School District. The School District shall pay the City within 45 days of receipt of the statement.

Section 5. Services provided by Brown County. The lease of voting system equipment from the Brown County Elections Administrations Office under the following terms.

1. The accessible voting system equipment and programming will be leased from the county using the attached fee schedule.
2. Any damages to the voting system equipment while in the possession of City of Brady shall be reimbursed to Brown County Elections Office by the City.
3. A minimum of 2 accessible voting systems will be available for use in the elections for the City of Brady and Brady Independent School District.
4. Brown County will liaison with the vendors on the programming of the equipment, and preparation and printing of the mail ballots.
5. Brown County will provide a minimum of 2 computers and equipment to qualify the voters.
6. All parties may terminate the Lease Agreement for any reason by providing written notice at least thirty (30) days before the effective termination date.

Executed this ____ day of _____ 2016.

City of Brady: _____

Anthony Groves, Mayor

Attest: _____

Tina Keys, City Secretary

Brady Independent School District _____

Brentt Raybion, School Board President

Brown County ERayWest _____

E. Ray West, Brown County Judge