

**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.

April 11, 2016  
(Exhibit # 6)

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 25 day of April 2016.

City of Brady: Anthony W Groves  
Anthony Groves, Mayor

Attest: Tina Keys  
Tina Keys, City Secretary

Brady Independent School District Brentt Raybion  
Brentt Raybion, School Board President

Brown County E Ray West  
E. Ray West, Brown County Judge

RECEIVED  
APR 25 2016

BY.....

THE STATE OF TEXAS  
COUNTY OF BROWN

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BETWEEN  
BROWN COUNTY; THE CITY OF BANGS, TEXAS; THE CITY OF BROWNWOOD, TEXAS;  
THE CITY OF EARLY, TEXAS; BLANKET ISD, TEXAS

THIS CONTRACT made by and between Brown County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County"; the City of Bangs, a Municipal Corporation and body politic under the laws of the State of Texas, hereinafter referred to as the "City of Bangs"; the City of Brownwood, a Municipal Corporation and body politic under the laws of the State of Texas, hereinafter referred to as the "City of Brownwood"; the City of Early, a Municipal Corporation and body politic under the laws of the State of Texas, hereinafter referred to as the "City of Early"; and the Blanket Independent School District, a body corporate under the laws of the State of Texas, hereinafter referred to as "Blanket ISD".

RECITALS

The City of Bangs will hold a general election for the selection of certain elected officers of the City of Bangs (at the expense of the City of Bangs) on May 07, 2016

The City of Brownwood will hold a special election for the purpose of submitting a ballot proposition terminating the City of Brownwood Economic Development Corporation and creating the City of Brownwood Municipal Development District (at the expense of the City of Brownwood) on May 07, 2016

The City of Early will hold a special election for the purpose of submitting a ballot proposition terminating the Economic Development Corporation of Early, Inc. and creating the City of Early Municipal Development District (at the expense of the City of Early) on May 07, 2016

Blanket ISD will hold a special election for the selection of certain elected officers of Blanket ISD (at the expense of Blanket ISD) on May 07, 2016.

The County owns an electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended. City of Bangs, City of Brownwood, City of Early and Blanket ISD, desire to use the County's electronic voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such 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

All parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Brown County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay Brown County for equipment, supplies, services, and administrative costs as provided in this agreement. The Brown County Elections Administrator shall serve as the administrator for the Joint Election, however, each participating authority shall remain responsible for the lawful conduct of its respective 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 participating authorities.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless actually employed by Brown County.

#### II. LEGAL DOCUMENTS

Each participating authority 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 their respective governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of each participating authority. Each participating authority shall provide a copy of their respective election orders and notices to the Brown County Elections Administrator.

Each participating authority shall be responsible for making the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended.

#### III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations, subject to the approval of each participating authority. Voting locations will be, whenever possible, the usual voting location for each precinct in elections conducted by the county.

Voting locations may be combined by mutual agreement between the applicable participating authorities. 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 with the approval of each participating authority. The Elections Administrator shall notify each participating authority of any changes from the locations listed in Attachment "A".

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

Brown 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 provide to each participating authority a list of appointed presiding judges and alternate judges for their respective elections.

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 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 him of his appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each presiding election judge will receive compensation at the rate of \$10.00 per hour, and each election clerk will receive compensation at the rate of \$10.00 per hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to election day and for returning the supplies and voted ballots 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 of \$10.00 per hour. Part-time personnel working in support of the central counting station and/or Early Voting Ballot Board on election day will receive pay for at least five hours, minimum call for service, regardless of the actual hours worked.

#### V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for all election supplies and printing including, but not

limited to official ballots, sample ballots, voting equipment, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share supplies and forms, including voting equipment, 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 select 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 Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority 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 (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Other participant's designees shall serve without additional compensation as deputy early voting clerks in their respective elections. 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 the rate of \$10.00 per hour.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter for the Joint Election may vote early by personal appearance at any one of the appropriate joint 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 the participating authorities shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide each participating authority 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 (EVBB) shall be created to process early voting results from the Joint Election. The participating authorities agree to appoint David Power as Presiding Judge of the EVBB. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## 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 agreement.

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:

Counting Station Manager:	Karen Opiela, Elections Administrator
Tabulation Supervisor:	Barbara Shields
Presiding Judge:	David Power, Judge EVBB

The counting station manager or his 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 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.

The Elections Administrator will prepare the unofficial canvass reports 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 have been tabulated, but in no event later than 5:00 PM of the Friday following the election date. 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. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.



**IX. RUNOFF ELECTIONS**

The participating entities shall have the option of extending the terms of this agreement through their runoff elections, if applicable. In the event of such runoff election(s), the terms of this agreement shall automatically extend unless the applicable authority notifies the Elections Administrator in writing within 10 days of the original election.

The participating entities shall reserve the right to reduce the number of early voting locations and/or election day voting locations in any runoff election. Any such changes made by participating entities between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the pre-clearance required by the Federal Voting Rights Act of 1965, as amended.

**X. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Each participating authority agrees that no participant shall be billed less than one full unit cost. Costs for polling places shared by more than one participant are pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling locations shall be attributed directly to the participants utilizing that polling location.

The supply and personnel expenses for early voting by personal appearance shall be divided according to the following table:

Participant	Percentage
City of Bangs	25.000%
City of Early	25.000%
Blanket ISD	25.000%

Each participating authority agrees to reimburse Brown County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed

outside the normal business hours of Brown County in accordance with Section 31.100(e) of the Texas Election Code. Each participating authority further agrees to pay Brown 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.

The only exception to election expenses and allocation of costs applies to the City of Brownwood, and will not exceed considerations as stated in Article 2, section 2 of Agreement for Election Services and Lease of City Property contract, dated 28<sup>TH</sup> February, 2010.

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

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by Brown County on behalf of the withdrawing authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

In the event that one or more parties withdraw from the Joint Election, the remaining participants shall continue to share election expenses as provided in Section X of this document, with the exception of personnel expenses for early voting by personal appearance. The Elections Administrator shall recalculate the formulas for early voting by personal appearance so that the expenses of the withdrawing party are divided among the remaining participants in proportion to the percentages listed in the table in Section X of this agreement.

#### 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. The election records shall be stored at the offices of the Elections Administrator, who 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 each

participating authority 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 the participating authority.

On the first business day which follows the date that the records of the election are eligible for destruction, the Elections Administrator shall notify each participating authority of the planned destruction of any records of the election.

### XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The participating authorities agree that any recount(s) shall take place at the offices of the Elections Administrator, and that the Elections Administrator, as custodian of the voted ballots, is entitled to be present at each phase of the recounting process.

The Election Administrator shall serve as Recount Supervisor and each participating entity shall designate a person to serve as Recount Coordinator should a recount be necessary in it's respective election.

### 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 voting places, 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 maybe an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Brown County Treasurer and the Brown County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed challenging the election of any of the participating authorities, the applicable participating party shall provide (to the extent allowed by law), at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary.
4. The parties agree that under the Constitution and laws of the State of Texas, neither Brown County nor the participating authorities can enter into an agreement whereby Brown County or any of the participating authorities 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.

5. 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 Brown County, Texas.
6. In the event 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.
7. 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.
8. 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.
9. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

#### XV. COST ESTIMATES

It is estimated that the City of Bangs obligation under the terms of this agreement shall be \$4,000.00. The exact amount of the City of Bangs obligation under the terms of this agreement shall be calculated after the May 07, 2016 election. After the final billing for the general election is submitted to the City of Bangs, the balance due the County is required within thirty (30) days.

In the event that the City of Bangs desires to contract for election services for a runoff election, the Elections Administrator shall provide to the City of Bangs a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Monday following the May 07, 2016 election. After the final billing for the runoff election is submitted to the City of Bangs, the balance due the County is required within thirty (30) days.

It is estimated that City of Early obligation under the terms of this agreement shall be \$4,000.00. The exact amount of the City of Early obligation under the terms of this agreement shall be calculated after the May 07, 2016 election. After the final billing for the general election is submitted to the City of Early, the balance due the County is required within thirty (30) days.

In the event that the City of Early desires to contract for election services for a runoff election, the Elections Administrator shall provide to Early ISD a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Monday following the May 07, 2016 election. After the final billing for the runoff election is submitted to the City of Early, the balance due the County is required within thirty (30) days.

It is estimated that the City of Brownwood's obligation under the terms of this agreement shall be \$2,000.00. The exact amount of the City of Brownwood's obligation under the terms of this agreement shall be calculated after the May 07, 2016 election. After the final billing for the special election is submitted to the City of Brownwood, the balance due the County is required within thirty (30) days.

In the event that the City of Brownwood desires to contract for election services for a runoff election, the Elections Administrator shall provide to the City of Brownwood a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Monday following the May 07, 2016 election. After the final billing for the runoff election is submitted to the City of Brownwood, the balance due the County is required within thirty (30) days

It is estimated that the Blanket ISD's obligation under the terms of this agreement shall be \$4,000.00. The exact amount of the Blanket ISD's obligation under the terms of this agreement shall be calculated after the May 07, 2016 election. After the final billing for the general election is submitted to the Blanket ISD, the balance due the County is required within thirty (30) days.

In the event that the Blanket ISD desires to contract for election services for a runoff election, the Elections Administrator shall provide to the Blanket ISD a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Monday following the May 07, 2016 election. After the final billing for the runoff election is submitted to the Blanket ISD, the balance due the County is required within thirty (30) days.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the \_\_\_\_ day of \_\_\_\_\_, 2016 been executed on behalf of Brown County by the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the \_\_\_\_ day of \_\_\_\_\_, 2016 been executed on behalf of the City of Bangs by its City Manager, pursuant to the City's charter so authorizing;
- (3) It has on the \_\_\_\_ day of \_\_\_\_\_, 2016 been executed on behalf of the City of Brownwood by its City Manager, pursuant to the City's charter so authorizing;
- (4) It has on the \_\_\_\_ day of \_\_\_\_\_, 2016 been executed on behalf of the City of Early by its City Manager, pursuant to the City's charter so authorizing;
- (5) It has on the \_\_\_\_ day of \_\_\_\_\_, 2016 been executed on behalf of the Early ISD by its President of the Board of Trustees, pursuant to the authority of the Board of Trustees;

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF BANGS

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF BROWNWOOD

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF EARLY

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Secretary

BLANKET ISD

By \_\_\_\_\_  
President, Board of Trustees

COUNTY CONTRACTING OFFICER

\_\_\_\_\_  
Elections Administrator