

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BETWEEN  
BROWN COUNTY, TEXAS and RANGER COLLEGE

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"; and Ranger College, a public community college accredited by the Southern Association of Colleges and Schools Commission, hereinafter referred to as "College".

RECITALS

Ranger College will hold a district annexation election for the purpose of determining whether or not the Ranger College District should be expanded to annex all of the territory described as Brown County, Texas.

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. The College desires 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 election 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

Both 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. The College 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.

September 18, 2017  
(Exhibit #1)

### 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. In the event a usual voting location is not available; the Elections Administrator will arrange for use of an alternate location with the approval of each participating authority.

### 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 ensure 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. Current Brown County Part-time employees working in support of the election will be compensated their regular rate of pay. 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 Brown County Courthouse Annex, Elections Office located at 613 N. Fisk, Ste. 200, Brownwood, TX 76801, between the hours of 8:00 AM and 5:00 PM October 23<sup>rd</sup> – November 1<sup>st</sup> and between the hours of 7:00 AM and 7:00 PM November 2<sup>nd</sup> – 3<sup>rd</sup>. Any qualified voter for the Joint Election may vote early by personal appearance at the early voting location.

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 entities. 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 equally among the participating entities.

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.

#### 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 re-calculate 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 Ranger College's obligation under the terms of this agreement shall be \$16,620.76. The exact amount of Ranger College's obligation under the terms of this agreement shall be calculated after the November 7, 2017 election. After the final billing for the election is submitted Ranger College, the balance due the County is required within thirty (30) days.

In the event that Ranger College desires to contract for election services for a runoff election, the Elections Administrator shall provide to Ranger College a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Monday following the November 7, 2017 election. After the final billing for the runoff election is submitted to Ranger College, the balance due the County is required within thirty (30) days.

IN TESTIMONY HEREOF, this agreement, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 18 day of September, 2017 been executed on behalf of Brown County by the County Judge pursuant to the Brown County Commissioners Court and the Texas Election Code so authorizing;
- (2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 been executed on behalf of Ranger College by its Board President, pursuant to the so authorizing;

IN TESTIMONY, WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 18 day of September, 2017.

ATTEST:

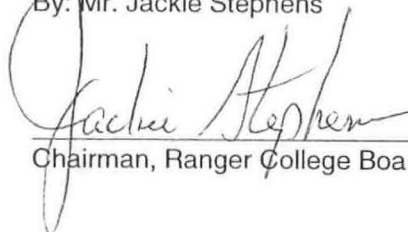
By: Dr. Philip Webb



Secretary, Ranger College Board of Regents

RANGER COLLEGE

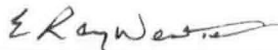
By: Mr. Jackie Stephens



Chairman, Ranger College Board of Regents

BROWN COUNTY COMMISSIONERS COURT

By: E. Ray West, III



County Judge