

**ELECTION EQUIPMENT RENTAL AND SERVICES CONTRACT between
THE CITY OF BRADY, TEXAS; BRADY ISD and BROWN COUNTY, TEXAS**

This agreement is made by and between the City of Brady, hereinafter referred to as "CITY"; Brady ISD hereinafter referred to as "ISD" and Brown County hereinafter referred to as "COUNTY".

RECITALS

Whereas 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 & ISD desire to use the County's electronic voting system in their elections and to compensate the County for such use and to reimburse all other expenses connected with such election in accordance with the applicable provisions of Texas Election Code, and,

Whereas the CITY will hold a General Election for the selection of certain elected officers of CITY on May 02, 2020. ISD will hold a General Election for the selection of elected officers of ISD Board. CITY & ISD have each determined that it is in the public interest of their constituents that the following agreement be made and entered into for the purpose of conducting the election.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. DUTIES TO BE PERFORMED BY ISD

1. Provide to COUNTY the information needed to order ballots and equipment programming, including the ballot order, the names of the candidates with the exact form, wording and spelling as well as translation of ballot language into Spanish.
2. Preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by the Texas Election Code and/or ISD's governing body, charter or ordinances. Preparation of the necessary materials for notices shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.
3. Contract with the CITY to allow for a joint election and distribution of duties between ISD and CITY.
4. Assist with obtaining from McCulloch County Voter Registrar the necessary information regarding official registered voters of the ISD, including those registered voters who have qualified for a Ballot by Mail.

II. DUTIES TO BE PERFORMED BY CITY:

1. Provide to COUNTY the information needed to order ballots and equipment programming, including the ballot order, the names of the candidates with the exact form, wording and spelling as well as translation of ballot language into Spanish.
2. Preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or CITY's governing body, charter, or ordinances. Preparation of the necessary materials for notices shall be the responsibility of Political Subdivision, including translation to Spanish. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

March 9, 2020

(Exhibit # 9)

3. Assist with obtaining from McCulloch County Voter Registrar the necessary information regarding official registered voters of the CITY, including those registered voters who have qualified for a Ballot by Mail.
4. Select and arrange for the use of and payment for all Early Voting and Election Day voting locations,
5. Recruit, appoint and provide training for all Election Workers required as per the Texas Election Code, including the recruitment of officials who are bilingual (fluent in both English and Spanish) for Early and Election Day voting.
6. Supervise the conduct of Early and Election Day voting.
7. Complete tally of and report election unofficial results to the CITY & ISD at or after 7:00 P.M. on Election Day.

III. ADMINISTRATION

The Brady City Secretary shall coordinate, supervise, and handle administering this agreement and providing supervisory control over all agents, officers, and other personnel performing services pursuant to the agreement.

The COUNTY Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of CITY & ISD.

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

IV. ELECTION EXPENSES AND ALLOCATION OF COSTS

CITY AND ISD agree to pay $\frac{1}{2}$ each of all costs related to the Election, including reimbursement of all materials ordered, services performed, and lease cost of all election equipment supplied by the COUNTY as well as a 10% Administrative Fee. All such costs will be invoiced to CITY & ISD after the Election is complete.

V. MISCELLANEOUS PROVISIONS

1. 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.
2. In the event that legal action is filed contesting ISD's and/or CITY's election under Title 14 of the Texas Election Code, CITY and ISD shall choose and provide, at its own expense, legal counsel for COUNTY, the Elections Administrator, and additional election personnel as necessary.
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. The parties agree that under the Constitution and laws of the State of Texas, neither COUNTY nor CITY OR ISD 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.
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 McCulloch County, Texas.
6. In the event of one of 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.

V. COST ESTIMATES AND DEPOSIT OF FUNDS

Per the attached "Cost Estimate" It is estimated that CITY's obligation under the terms of this agreement shall be \$2,489.85. The exact amount of CITY's obligation under the terms of this agreement shall be calculated and invoiced after the May 2, 2020 election. CITY agrees to pay the balance due as per the Invoice within thirty (30) days after receipt of the invoice from the Elections Administrator.

Per the attached "Cost Estimate" It is estimated that ISD's obligation under the terms of this agreement shall be \$2,489.85. The exact amount of ISD's obligation under the terms of this agreement shall be calculated and invoiced after the May 2, 2020 election. ISD agrees to pay the balance due as per the Invoice within thirty (30) days after receipt of the invoice from the Elections Administrator

Executed by the CITY OF BRADY this ____ day of March, 2020.

Executed by BRADY ISD this ____ day of March, 2020.

Executed by BROWN COUNTY this ____ day of March, 2020.

CITY OF BRADY:

BRADY ISD:

Dennis Jobe
City Manager

Michael Probst
School Board President

Attest:

Attest:

Tina Keys,
City Secretary

Connie Locklear
Secretary

BROWN COUNTY

Larry Franks, CERA
Elections Administrator