

THE STATE OF TEXAS §  
COUNTY OF BROWN §

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BY AND BETWEEN BROWN COUNTY AND CITY OF BANGS AND CITY OF BROWNWOOD

THIS CONTRACT made by and between Brown County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY" and the City of Bangs, a Municipal Corporation and body politic under the laws of the State of Texas, hereinafter referred to as "BANGS" & the City of Brownwood, a Municipal Corporation and body politic under the laws of the State of Texas, hereinafter referred to as "BROWNWOOD".

RECITALS

**WHEREAS** BANGS will hold an election for the selection of certain elected officers of BANGS (at the expense of BANGS) on May 1 2021;

**WHEREAS** BROWNWOOD will hold Special Election for the selection of certain elected officers of BROWNWOOD (at the expense of BROWNWOOD) on May 1, 2021;

**WHEREAS** COUNTY owns an electronic optical scan voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and BANGS and BROWNWOOD desire to use the County's electronic voting system in their elections, have requested COUNTY to administer said elections, and will compensate the County for such use and administration 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 promises and covenants given, and the mutual 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 ("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 COUNTY for equipment, supplies, services, and administrative costs as provided in this agreement. The 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.

March 15, 2021  
(Exhibit #3)

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 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 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 \$12.00 per hour, and each election clerk will receive compensation at the rate of \$12.00 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 day will be compensated at the rate of \$12.00 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 ten 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, ballot boxes, 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 ballot boxes, 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 \$12.00 per hour, except that deputy early voting clerks who serve as the election officer in charge at each early voting polling place shall be compensated at the rate of \$12.00 per hour.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "A" 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 the Elections Administrator shall appoint the 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 results 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, agree the Elections Administrator shall appoint the central counting station officials.

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, press, and general public. Each entity is responsible for notifying their respective candidates and organizations of the results.

The Elections Administrator shall 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.

#### 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.

#### 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
BANGS	50.00 %
BROWNWOOD	50.00 %



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 XI of this document, with the exception that the Elections Administrator shall re-calculate the formulas for the remaining participants.

#### 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 its 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 may be 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 AND DEPOSIT OF FUNDS

Per the attached "Cost Estimate" It is estimated that BANGS' obligation under the terms of this agreement shall be \$5,398.80. The exact amount of BANGS' obligation under the terms of this agreement shall be calculated and invoiced after the May 1, 2021 election. BANGS agrees to pay the balance due as per the Invoice within thirty (30) days after receipt of the invoice from the Elections Administrator. In the event that BANGS desires to contract for election services for a runoff election, the Elections Administrator shall provide to BANGS a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Friday following the May 1, 2021 election. BANGS agrees to pay to Brown County, within 5 days after BANGS' election order for the conduct of the runoff election, a deposit of approximately \$1,500.00 which is 20 percent of this total estimated obligation of BANGS to the County under this agreement relative to the runoff election. The exact amount of BANGS' obligation under the terms of this agreement shall be calculated after the runoff election, and if the amount of BANGS' obligation exceeds the amount deposited, BANGS shall pay to Brown County the balance due within thirty (30) days after the runoff election. However, if the amount of BANGS' obligation is less than the amount deposited, Brown County shall refund to BANGS the excess amount paid within thirty (30) days after the runoff election

Per the attached "Cost Estimate" It is estimated that BROWNWOOD's obligation under the terms of this agreement shall be \$5,398.80. The exact amount of BROWNWOOD's obligation under the terms of this agreement shall be calculated and invoiced after the May 1, 2021 election. BROWNWOOD agrees to pay the balance due as per the Invoice within thirty (30) days after receipt of the invoice from the Elections Administrator. In the event that BROWNWOOD desires to contract for election services for a runoff election, the Elections Administrator shall provide to BROWNWOOD a cost estimate of its obligation under the terms of this agreement relative to its runoff election no later than the Friday following the May 1, 2021 election. BROWNWOOD agrees to pay to Brown County, within 5 days after BROWNWOOD's election order for the conduct of the runoff election, a deposit of approximately \$1,500.00 which is 20 percent of this total estimated obligation of BROWNWOOD to the County under this agreement relative to the runoff election. The exact amount of BROWNWOOD's obligation under the terms of this agreement shall be calculated after the runoff election, and if the amount of BROWNWOOD's obligation exceeds the amount deposited, BROWNWOOD shall pay to Brown County the balance due within thirty (30) days after the runoff election. However, if the amount of BROWNWOOD's obligation is less than the amount deposited, Brown County shall refund to BROWNWOOD the excess amount paid within thirty (30) days after the runoff election



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 15<sup>th</sup> day of March, 2021 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 \_\_\_\_\_, 2021 been executed on behalf of the City of Bangs by its City Administrator, pursuant to the City's charter so authorizing:
  
- (3) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the City of Brownwood by its City Administrator, pursuant to the City's charter so authorizing:

ATTEST:

CITY OF BANGS

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Mayor

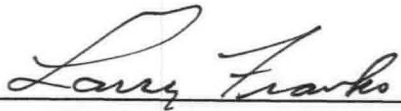
ATTEST:

CITY OF BROWNWOOD

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
City Administrator

CONTRACTING OFFICER:



\_\_\_\_\_  
Larry Franks, Brown County Elections Administrator

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 15th day of March, 2021 been executed on behalf of Brown County by the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 7th day of April, 2021 been executed on behalf of the City of Bangs by its ~~City Administrator~~, Mayor, pursuant to the City's charter so authorizing;
- (3) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the City of Brownwood by its City Administrator, pursuant to the City's charter so authorizing;

ATTEST:

CITY OF BANGS

*Nan Billings*  
Secretary

By *Eric Dilworth*  
Mayor

ATTEST:

CITY OF BROWNWOOD

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
City Administrator

CONTRACTING OFFICER:

*Larry Franks*  
Larry Franks, Brown County Elections Administrator

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 15th day of March, 2021 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 \_\_\_\_\_, 2021 been executed on behalf of the City of Bangs by its City Administrator, pursuant to the City's charter so authorizing:
- (3) It has on the 23<sup>rd</sup> day of March, 2021 been executed on behalf of the City of Brownwood by its City Administrator, pursuant to the City's charter so authorizing:



ATTEST:

CITY OF BANGS

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Mayor

ATTEST:

CITY OF BROWNWOOD

*Christi Wynn*  
\_\_\_\_\_  
Secretary

By *Emily Crawford*  
\_\_\_\_\_  
City Administrator

CONTRACTING OFFICER:

*Larry Franks*  
\_\_\_\_\_  
Larry Franks, Brown County Elections Administrator

Attached Hereto and Made A Part Hereof:  
JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BY AND  
BETWEEN BROWN COUNTY AND CITY OF BANGS AND CITY OF BROWNWOOD  
MAY 1, 2021 ELECTION

ATTACHMENT "A"

**POLLING LOCATIONS**  
**For**

**May 1 2021 City Elections**

**CITY OF BANGS**

Bangs Community Center, 406 Spencer, Bangs, TX 76823

**CITY OF BROWNWOOD**

Brown County Elections Office, 613 N Fisk St., Suite 200, Brownwood, TX 76801

**EARLY VOTING LOCATION**

**613 N. FISK ST., SUITE 200**  
**BROWNWOOD, TX 76801**

Elections Administrators Office 325-646-4333

Early Voting – April 19 thru 23

8:00 – 5:00

Early Voting – April 26 thru 27

7:00 – 7:00

Election Day – May 01, 2021

7:00 – 7:00

COST ESTIMATE

Attached Hereto and Made A Part Hereof:

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BY AND  
 BETWEEN BROWN COUNTY AND CITY OF BANGS AND CITY OF BROWNWOOD  
 MAY 1, 2021 ELECTION

ATTACHMENT "B"

COMMON COSTS

EV Poll Workers - 5 days x 4 EVPW per day @ 8 hours per day x \$12	\$1,920.00
EV Poll Workers - 2 days x 4 EVPW per day @ 12 hours per day x \$12	\$1,152.00
EV JBC Rental - 1 @ \$50 ea. X 7 days	\$350.00
EV Eslate Rental - 6 @ \$25 ea X 7 days	\$1,050.00
Public Notice of Testing of Electronic Voting System	\$150.00
ED Central Count; Early Voting Ballot Board	\$500.00
	<u>\$5,122.00</u>

CITY OF BANGS

HART Programming and Ballots	\$1,500.00
Share of Common Costs	\$2,561.00
ED Poll Workers - 1 days x 4 PW @ 14 hours x \$12	\$672.00
ED Eslate Rental - 4 @ \$25 ea X 1 days	\$100.00
ED JBC Rental - 1 @ \$50 ea X 1 days	\$50.00
Poll Worker Fee for pick-up and delivery of election day supplies \$25	\$25.00
	<u>\$4,908.00</u>
Administrative Fee 10%	\$490.80
	<u>\$5,398.80</u>

CITY OF BROWNWOOD

HART Programming and Ballots	\$1,500.00
Share of Common Costs	\$2,561.00
ED Poll Workers - 1 days x 4 PW @ 14 hours x \$12	\$672.00
ED Eslate Rental - 4 @ \$25 ea X 1 days	\$100.00
ED JBC Rental - 1 @ \$50 ea X 1 days	\$50.00
Poll Worker Fee for pick-up and delivery of election day supplies \$25	\$25.00
	<u>\$4,908.00</u>
Administrative Fee 10%	\$490.80
	<u>\$5,398.80</u>

COST ESTIMATE

Attached Hereto and Made A Part Hereof:

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BY AND  
BETWEEN BROWN COUNTY AND CITY OF BANGS AND CITY OF BROWNWOOD  
MAY 1, 2021 ELECTION

ATTACHMENT "B"

RUNOFF COSTS

HART Programming and Ballots	\$1,500.00
EV Poll Workers - 5 days x 4 EVPW per day@ 8 hours per day x \$12	\$1,920.00
EV Poll Workers - 2 days x 4 EVPW per day@12 hours per day x \$12	\$1,152.00
EV JBC Rental - 1 @ \$50 ea. X 7 days	\$350.00
EV Eslate Rental - 4 @ \$25 ea X 7 days	\$700.00
Public Notice of Testing of Electronic Voting System	\$150.00
ED JBC Rental - 1 @ \$50 ea. X 1 days	\$50.00
ED Eslate Rental - 4 @ \$25 ea X 1 days	\$100.00
ED Poll Workers - 1 days x 4 PW @ 14 hours x \$12	\$672.00
Poll Worker Fee for pick-up and delivery of election day supplies \$25	\$25.00
ED Central Count; Early Voting Ballot Board	\$300.00
	<hr/>
	\$6,919.00
Administrative Fee 10%	\$691.90
	<hr/>
	<u>\$7,610.90</u>

Note: The runoff is more expensive because you are not sharing the early voting costs with other entities.