

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN**

**GUADALUPE COUNTY, TEXAS
AND**

**CITY OF CIBOLO, CITY OF SCHERTZ, CITY OF SEGUIN, SCHERTZ-CIBOLO-UNIVERSAL CITY
INDEPENDENT SCHOOL DISTRICT, GREEN VALLEY SPECIAL UTILITY DISTRICT, CIBOLO CREEK
MUNICIPAL AUTHORITY, GUADALUPE COUNTY GROUNDWATER CONSERVATION DISTRICT,
CRYSTAL CLEAR SPECIAL UTILITY DISTRICT, CITY OF NEW BERLIN, CITY OF KINGSBURY, AND THE
CITY OF STAPLES**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 7, 2017**

This Joint Election Agreement and Election Service Contract is made this _____ day of _____, 2017, by and between Guadalupe County Elections Administrator, hereinafter referred to as "EA", and the City Of Cibolo, City Of Schertz, City of Seguin, Schertz-Cibolo-Universal City Independent School District, Green Valley Special Utility District, Cibolo Creek Municipal Authority, Guadalupe County Groundwater Conservation District Crystal Clear Special Utility District, the City of New Berlin, the City of Kingsbury, and the City of Staples, hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the State and County General and Special Elections will be held on November 7, 2017, in 34 Countywide Polling Places (Vote Centers). Parties to this agreement serve voters within some of the same boundaries and it would be beneficial for them and the citizens and voters of their governing bodies to hold elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will by EA and the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Guadalupe County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
10. Ballot type: (for use with mail ballots.) Optical Scan
11. Ballot tabulating equipment to be used:
 - a. Premier Touch Screens,
 - b. Premier Optical Scan for paper ballots.

GENERAL CONDITIONS

1. EARLY VOTING

- A. Lisa Adam, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the EA.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, October 23, 2017, through Friday, October 27, 2017, between 8:00 a.m. and 5:00 p.m.; Saturday, October 28, 2017, between 7:00 am and 7:00 pm; Sunday, October 29, 2017 between 1:00 pm and 6:00 pm and continuing Monday, October 30, 2017, through Friday, November 3, 2017, between 7:00 am and 7:00 pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location, branch locations, or temporary branch locations.

MAIN EARLY VOTING POLLING PLACE

GUADALUPE COUNTY ELECTIONS OFFICE

215 South Milam Street
Seguin, TX 78155

BRANCH EARLY VOTING POLLING PLACES

CENTRAL TEXAS TECHNOLOGY CENTER

Room 118 Conference Room, 2189 FM 758
New Braunfels, TX 78130

GRACE MEMORIAL CHURCH

3240 FM 725
New Braunfels, TX 78130

NEW BERLIN CITY HALL

9180 FM 775
New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX

1101 Elbel Road
Schertz, TX 78154

- C. All requests for early voting ballots by mail that are received by participating authority will be transported by runner on the day of receipt to the EA, 215 S. Milam St., Seguin, TX 78155, for processing. Persons voting by mail will send their voted ballots to EA.
- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint Sylvia Marmolejo as presiding judges of the early voting ballot board.

2. VOTING LOCATIONS

- A. Guadalupe County has been approved to use Vote Centers for the November 7, 2017 Election, allowing Guadalupe County registered voters to vote at any Guadalupe County Voting Location, regardless of the precinct in which they reside.

EA shall select and arrange for the use and of payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment "A"** of this Agreement. In the event a voting location is not available, the EA will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections only.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations.

If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Guadalupe County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the

political subdivision provided by the EA relative to polling locations outside of Guadalupe County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

- A. Lisa Adam, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.
- B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 215 S. Milam St., Seguin, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Guadalupe County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 8, 2016 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. Other Instruments: The Participating Authorities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation: When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality.

Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA. If a person is unable or unwilling to serve, EA will name a judge for the precinct and notify participating authorities that are affected by the change.
- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, EA may contact the participating authority who shall assist in locating a bilingual clerk.
- C. EA is responsible for notifying 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 presiding judge, with the Elections Office assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- D. EA will hold training classes on the use of voting equipment and election laws during October 1st thru October 20th, 2017, at the Seguin Elections Office, 215 S. Milam Street, Seguin, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- E. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$10.00 per hour and each clerk will receive \$9.00 per hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$15.00 for the completion of the course and working on Election Day.
- F. EA will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of 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 central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. EA will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

- C. Participating authorities shall furnish to EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to EA as soon as possible after ballot positions have been determined by the participating authority. Participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions.

9. RETURNS OF ELECTIONS

- A. EA will 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.
- B. Participating authority hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials.
- | | |
|-----------------------|------------------------------------------------------------------|
| Manager | Lisa Adam
Guadalupe County Elections Administrator |
| Tabulating Supervisor | Missy Doss
Guadalupe County Assistant Elections Administrator |
| Presiding Judge | Sylvia Marmolejo
Guadalupe County Deputy Elections Clerk |
- C. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will 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 (where accessible). Participating authority, upon request, may require release of returns by given only at a specified location other than from the result center. Participating entity that would like the Guadalupe County Elections Department's web-site linked to their website, must provide their web-site address to the Central County Station Manager.
- D. EA will prepare the unofficial canvass report 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 and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating authority will be responsible for their official canvass of their respective elections.
- E. EA will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- A. The participating authority agrees to share the costs of administering the November 7, 2017 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, will be shared equally between the participating authorities. Any costs for workers, supplies or equipment that is shared by participating parties will be divided equally. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**
- B. The expenses for early voting by mail and personal appearance will be paid equally by each participating authority, unless otherwise amended.
- C. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Lisa Adam
Guadalupe County Elections Administrator
215 S. Milam St.
Seguin, TX 78155
830-303-6363

If to the Participating Authority:

Naomi Manski, City Secretary
City of Seguin, Texas
205 N. River St.
Seguin, TX 78155

14. This contract may be executed in multiple originals.

NOVEMBER 7, 2017 JOINT CONTRACT ACCEPTANCE AND APPROVAL

Recommended for approval by:

LISA ADAM
Guadalupe County Elections Administrator

ACCEPTED AND AGREED TO BY CITY OF SEGUIN:

ATTEST:
