

**THE STATE OF TEXAS JOINT CONTRACT 2025 COUNTY
OF CONCHO**

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Concho County, a body corporate and politic, under the laws of the State of Texas, hereinafter referred to as "County" and City of Eden, hereinafter referred to as "Political Subdivision", pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 3, 2025 election to be administered by Melissa Infante Election Administrator, hereinafter referred to as "Election Administrator", and Renae Rodgers, Mayor of the City of Eden, hereinafter, referred to as "Mayor."

THIS CONTRACT is subject to the written approval of the Concho County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Concho County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

Political Subdivisions are holding a general election for the selection of certain elected officials (at the expense of Political Subdivision) on May 3, 2025.

The County owns an electronic voting system, the Hart Inter Civic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint 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:

1. **ADMINISTRATION**

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Concho County Election Administrator shall coordinate, help supervise, and help handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Concho County for services, and administrative costs as provided in this agreement. The Concho County Election Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Election Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

Political Subdivision agrees that territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At the joint polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall each have their separate ballot on the voting machines and in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballots styles shall be available at this shared polling place.

11. LEGAL DOCUMENTS

Political Subdivision 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 Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the participating authority, including translation in languages other than English. The participating authority shall provide a copy of their respective election orders and notices, etc., to the Concho County Election Administrator for the ballot order to Hart Inter Civic.

111. VOTING LOCATIONS

The Election Administrator and Mayor have agreed that the election day voting locations in Eden will be at the First Baptist Church, Lutheran Church, City of Eden Chambers, and Church of Christ, places that encompass the boundaries of Eden CISD. In the event any voting location is not available, the Election Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Election Administrator shall notify the Political Subdivision of any changes from the locations listed above.

If polling places for the May 3, 2025, joint election are different from the polling place used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than April 23, 2025 at the entrance to any previous polling place in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 3, 2025 election only.

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

Concho County shall consult with the Political Subdivisions for the appointment of the presiding judges and alternate judges for the polling location in accordance with Chapter 32 of the Texas Election Code. The Election Administrator, consulting with the Political Subdivisions, shall make emergency appointments of election officials, if necessary.

Upon request by the Election Administrator, Political Subdivisions agree to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Election 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 Election Administrator shall arrange for the training and compensation of all election judges and clerks. The Election 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 Election Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Concho County pursuant to Texas Election Code Section 32.091, that being \$12.00 per hour. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the Courthouse after the polls close.

It is always agreed by all parties that 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 or Political Subdivision. 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 or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Concho County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Election Administrator shall arrange for voting equipment and for official ballots for by-mail early voting, sample ballots for early voting and election day, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling place, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share the electronic voting machines, however, in no instance, shall a voter be permitted to receive 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. The Election Administrator and Political Subdivisions shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges to conduct a proper election.

Political Subdivisions shall furnish the Election Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Election 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 that the Election Administrator will 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. Early Voting by personal appearance will be held at the Election Administrators Office in Paint Rock, Texas on the dates and times as required by their respective entities. Any qualified voter of the Joint Election may vote by personal appearance at the joint early voting location.

As Early Voting Clerk, the Election 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 Political Subdivision shall be forwarded immediately by fax or courier to the Election Administrator for processing.

The Election Administrator shall, upon request, provide the City of Eden 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

The City of Eden shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Election Administrator, shall appoint two or more additional members to constitute the EVBB. The Election Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. ELECTION RETURNS

The Election Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to the Political Subdivisions as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Election 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 ELECTION

Political Subdivisions shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Election Administrator within 10 days of the original election.

If necessary, any voting changes made by the Political Subdivision 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 preclearance 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. Each Political Subdivision will pay its' appropriate programming fee of \$ 1,500.00 to the Election Administrator after their first board meeting in January 2025. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared as follows: Each Political Subdivision will pay its costs of printing paper hand counted ballots for early voting, election sets from Hart Inter Civic for early voting and election day as needed by each Political Subdivision and other expenses deemed necessary for their specific election. Compensation for election judges, election clerks and any other compensated person used in connection with the conduct of election day voting and Early Voting Ballot Board will be paid as billed by the Election Administrator.

Political Subdivision agrees to pay Concho 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

Political Subdivision 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. Political Subdivision is fully liable for any expenses incurred by Concho County on behalf of Political Subdivision 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 expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTION

The Political Subdivisions holding an election 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. Concho County will also keep a copy of the electronic records created on CD for the retention period.

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 Election Administrator and at the offices of the Political Subdivision or at an alternate facility used for storage of county records. The Election Administrator and each Political Subdivision's records management officer 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 Election Administrator and appropriate Records Management officer of that Political Subdivision shall maintain the records until the final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Election Administrator any notice of pending election contest, investigation, litigation, or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivisions agrees that any recount shall take place at the offices of the Election Administrator and that the Election Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of secretary shall serve as Recount Coordinator. The Election Administrator agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount at a cost to be determined, if and when needed.

XIV. MISCELLANEOUS PROVISIONS

1. The Election Administrator shall file copies of this document with the Concho County Treasurer in accordance with Section 31.099 of the Texas Election Code.
2. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivisions shall choose and provide, at its own expense, legal counsel for the County, and the additional election personnel as necessary.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or 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 Concho County nor Political Subdivisions 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 accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Concho County, Texas.
6. In the event of 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

It is estimated that the City of Eden's obligation under the terms of this is \$2,500.00 plus 10% administrative fee respectively to Election Administrator for administering election. Each Political Subdivision agrees to pay to Concho County a deposit of \$1,500.00, which is the programming fee charged by the vendor, Hart Inter Civic, which is an obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Concho County at the first Board/Council meeting in January 2025, and the balance will be calculated after the election. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 3, 2025, election (or runoff election, if applicable) and the Political Subdivision shall pay to Concho County the balance due within thirty (30) days after receipt of the final invoice from the Election 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 _____ day of _____, 2025 been executed on behalf of Concho County by the County Judge and the Election Administrator, pursuant to the Texas Election Code so authorizing.
- (2) It has on _____ day of _____, 2025 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

ATTEST:

CONCHO COUNTY

Melissa Infante, Election Administrator

David Dillard, County Judge

ATTEST:

City Secretary

City Mayor