

**THE STATE OF TEXAS  
COUNTY OF SOMERVELL**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

**THIS JOINT ELECTION AGREEMENT AND CONTRACT** for election services is made by and between the **CITY OF GLEN ROSE**, acting by and through the **Governing Body of CITY OF GLEN ROSE**, hereinafter referred to as the "City" and **SOMERVELL COUNTY, TEXAS**, acting by and through Christy Covey, Elections Administrator.

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Section 31.092(b) and 271.002 for services and Texas Education Code Section 11.0581 for a joint General Election to be held on Tuesday, November 2, 2021 to be administered by Christy Covey, Somervell County Elections Administrator, hereinafter referred to as "Elections Administrator".

**WHEREAS**, each Party listed above plans to hold a general and/or special election on November 2, 2021.

**WHEREAS**, the County owns an electronic voting system, the ES&S DS200, Express vote Voting System, which has been duly approved by the Secretary of State pursuant to Texas Elections Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. Contracting 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:

**I. ADMINISTRATION**

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. The "City" agrees to pay Somervell 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 Party shall remain responsible for the decisions and action of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Party as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The parties shall share a mutual ballot in those polling places where jurisdictions overlap. 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 ballots styles shall be available in those shared polling places where jurisdictions do not overlap.

**II. LEGAL DOCUMENTS**

Each Party 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 the City's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator. Each Party shall approve the final form and wording of the proposed ballot.

### **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of all Election Day voting locations. The proposed voting locations are listed in Exhibit A of the Agreement. All polling locations are compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the assistance and approval of the City. The Elections Administrator shall notify the City of any changes from the locations listed in Exhibit A.

If polling places for the November 2, 2021 joint election are different from the polling places used in its most recent election, the Elections Administrator agrees to Post a notice no later than October 12, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 2, 2021 election. This notice shall be written in both the English and Spanish languages.

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

Somervell County is 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 make emergency appointments of election officials if necessary.

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

The Elections Administrator shall notify 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 Elections Administrator will arrange for the training and compensation of all election judges and clerks. The Elections Administrator will 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/her of their appointment, the time and location of training, the distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at the hourly rate established by Somervell County pursuant to Texas election Code Section 32.091. The election judge will receive an additional sum for the picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central precinct count center 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. Part-time personnel working as members of the Early Voting Ballot Board and/or central precinct count center on election night will be compensated at the hourly rate set by Somervell County.

### **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place.

At each polling location, joint participants shall share voting equipment and supplies 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 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 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.

The City shall furnish the Elections 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 which the authority's ballot is to be printed. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order. College District, Independent School District, City, and all other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Texas Election Code.

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. City agrees to appoint the Elections Administrator's county employees as deputy early voting clerks. 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 an hourly rate set by Somervell County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the location, dates, and times listed in Exhibit "B" of this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at the joint 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 Chapter 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 by fax or courier to the Elections Administrator for processing.

## **VII. EARLY VOTING BALLOT BOARD**

The Elections Administrator is given authority to appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. 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 PRECINCT COUNT STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central precinct count station to receive precinct scanner PC card election results to be tallied, in accordance with the provisions of the Texas Elections Code and of this agreement.

The central precinct count station manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central precinct count station or electronic transmittals by facsimile (when so requested) and by posting to the Elections web page located at "www.somervell.co".

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 political subdivision as soon as possible after all returns have been tabulated. Each Party shall be responsible for the official canvass of its respective election(s).

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. ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election. Each Party agrees to pay the Somervell County Elections Administrator 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. The Somervell County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) payable under this contract into the appropriate fund(s) with the county treasurer in accordance with Election Code Section 31.100(b).

## **X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

The City may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Section 2.051-2.053 of the Texas Election Code. The withdrawing Party is fully liable for any expenses incurred by the Somervell County Elections Administrator on behalf of the City plus an administrative fee of (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing Party shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

## **XI. RECORDS OF THE ELECTIONS**

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 or at an alternate facility used for storage of county records. The Elections Administrator 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 party.

## **XII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the City as necessary to conduct a proper recount. Each Party agrees to pay any additional costs incurred by the Elections Administrator if a political subdivision requires a recount or the election is contested in any manner.

## **XIII. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the leased 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 Somervell County Treasurer and the Somervell County Auditor in accordance with Section 31.099 of the Texas Election Code.
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. This agreement shall be construed under and in accord with the law of the State of Texas, and all obligations of the parties created hereunder are performable in Somervell County, Texas.

5. In the event that 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.
6. 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.
7. 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.
8. Any amendments of this Agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Nothing in this Agreement shall authorize or permit a change in:
  - a. The officer with whom or the place at which any document or record relating to the election is to be filed;
  - b. The place at which any function is to be carried out;
  - c. The officers who will prepare the official canvass of the election returns;
  - d. The officer who will serve as custodian of the voted ballots or other election records; or
  - e. Any other nontransferable functions specified by Section 31.096 of the Texas Election Code.
10. The Election Administrator is the agent of the Governing Body for the purpose of contracting with third parties with respect to the election expenses within the scope of the Elections Administrator's duties. The Elections Administrator, however, is not liable should Somervell County fail to pay a claim.

#### **XIV. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each Party under the terms of this agreement is listed below. Each Party agrees to pay the Somervell County Elections Administrator a deposit of approximately 75% of this estimated obligation no later than 15 days after execution of this agreement. Total cost shall be calculated after the November 2, 2021 Election, and if the amount of the City's total obligation exceeds the amount deposited, the City shall pay to the Elections Administrator the balance due within 30 days after receipt of the final invoice from the Elections Administrator. However, if the amount of the political subdivision's total obligation is less than the amount deposited, the Elections Administrator shall refund to the political subdivision the excess amount paid within 30 days after the final costs are calculated.

As partial payment of the estimated costs of \$ 24,873.42 under this Agreement, CITY OF GLEN ROSE has paid to Somervell County the sum of \$ 18,655.07 when this Agreement is executed and the election was called.

**XV. JOINT CONTRACT ACCEPTANCE AND APPROVAL**

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

- (1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed by the Somervell County Elections Administrator pursuant to the Texas Elections code so authorizing;
- (2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the City of Glen Rose, Texas pursuant to an action of City of Glen Rose.

**ACCEPTED AND AGREED TO BY POLITICAL SUBDIVISION:**

\_\_\_\_\_  
City of Glen Rose, City Secretary

**ACCEPTED AND AGREED TO BY THE SOMERVELL COUNTY ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Christy Covey, EA

**ACCEPTED AND AGREED TO BY THE SOMERVELL COUNTY JUDGE**

\_\_\_\_\_  
Danny Chambers

**APPROVED AS TO FORM BY:**

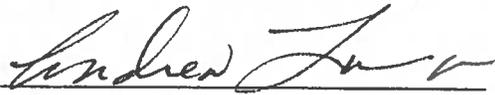
  
\_\_\_\_\_  
ANDREW LUCAS, COUNTY ATTORNEY  
SOMERVELL COUNTY, TEXAS

EXHIBIT "A"

November 2, 2021  
JOINT GENERAL ELECTION  
CITY OF GLEN ROSE & SOMERVELL COUNTY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 17	October 18 <i>Early Voting</i> 8 am - 5 pm	October 19 <i>Early Voting</i> 7 am - 7 pm	October 20 <i>Early Voting</i> 8 am - 5 pm	October 21 <i>Early Voting</i> 8 am - 5 pm	October 22 <i>Early Voting</i> 8 am - 5 pm	October 23 <i>Early Voting</i> 8 am - 5 pm
October 24	October 25 <i>Early Voting</i> 8 am - 5 pm	October 26 <i>Early Voting</i> 7 am - 7 pm	October 27 <i>Early Voting</i> 8 am - 5 pm	October 28 <i>Early Voting</i> 8 am - 5 pm	October 29 <i>Early Voting</i> 8 am - 5 pm	October 30

EARLY VOTING LOCATION & HOURS

COUNTY ANNEX, CONFERENCE ROOM  
206 ELM ST GLEN ROSE, TEXAS

*Early Voting dates are subject to change per governor's orders extending Early Voting dates.*

**EXHIBIT "B"**

**NOVEMBER 2, 2021  
JOINT GENERAL ELECTION  
CITY OF GLEN ROSE & SOMERVELL COUNTY**

**ELECTION DAY POLLING LOCATIONS**

**COUNTY ANNEX, CONFERENCE ROOM  
206 ELM ST GLEN ROSE, TEXAS  
7:00AM - 7:00PM**

**&**

**EXPO CENTER  
202 BO GIBBS BLVD  
7:00AM - 7:00PM**

**EXHIBIT "C"**

**ESTIMATED ELECTION EXPENSES FOR CITY OF GLEN ROSE.  
NOVEMBER 2, 2021 GENERAL ELECTION**

This estimate is only to help determine the advance funds for the November 2, 2021 Joint Election.  
(Fees reflect City of Glen Rose. "shared" cost)

<b>Supply Costs:</b>	<b>\$ 200.00</b>
Early Voting Kit	
Election Day Voting Kit	
By Mail Packet/Kits	
Covid Safety supplies	
<b>Programming:</b>	<b>\$ 1,500.00</b>
PC Cards	
ADA Voting Equipment	
Ballot Programming & Printing	
<b>Publication Expenses:</b>	<b>\$ 100.00</b>
Notice Of Public Testing	
Notice of Election	
<b>Payroll Expenses:</b>	<b>\$ 1,900.00</b>
Early Voting Clerks	
Election Day Workers	
Early Voting Ballot Board	
Reconvene Early Voting Ballot Board	
Additional Office Staff	
<b>Electronic Voting Equipment Rental:</b>	<b>\$ 18,912.20</b>
DS200 Precinct Scanner	
Expressvotes	
KnowInk poll pads	
<b>Cost of Election</b>	<b>\$ 22,612.20</b>
<b>Administrative Fee (10%)</b>	<b>\$ 2,261.22</b>
<b>TOTAL ESTIMATED COST</b>	<b>\$ 24,873.42</b>

Texas Election Code

Section 31.100(c) If the estimated expenses, not including the fee charged under Subsection(d), exceed the actual expenses, the amount of the difference shall be refunded to the Contracting Authority.

Section 2.052 In the event said election, or any part thereof, is canceled, the Governing Body shall reimburse the county for only those expenses incurred.

# CITY OF GLEN ROSE

## Equipment Rental breakdown

10% cost

Poll pads: (cost split 3 ways)

EV-  $\$31.00 \times 2 \text{ machines} \times 11 \text{ days} = \$682.00$  divided by 3 =  $\$227.30$

ED-  $\$31.00 \times 4 \text{ machines} = \$124.00$  divided by 3 =  $\$41.30$

**Total = \$268.60**

DS200: (cost split 3 ways)

EV-  $\$575.00 \times 1 \text{ machine} \times 11 \text{ days} = \$6,325.00$  divided by 3 =  $\$2,108.30$

ED-  $\$575.00 \times 2 \text{ machines} = \$1,150.00$  divide by 3 =  $\$383.30$

BBM-  $\$575.00 \times 1 \text{ machine} = \$575.00$  divide by 3 =  $192.00$

**Total = \$2,683.60**

Expressvotes:

EV-  $\$332.50 \times 4 \text{ machines} \times 11 \text{ days} = \$14,630.00$

ED-  $\$332.50 \times 4 \text{ machines} = \$1,330.00$

**Total= \$15,960.00**

**Total Equipment Rental Cost \$18,912.20**