

**THE STATE OF TEXAS
COUNTY OF ROCKWALL**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services (“Contract”) is made by and between the Rockwall County Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Rockwall County. The complete list of Participating Authorities will be available after the filing deadline as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the Uniform Election date of May 4, 2024, and administered by Christopher J. Lynch, Rockwall County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Rockwall County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 4, 2024;

WHEREAS, Rockwall County owns an electronic voting system, the Election System and Software (ES&S) EVS 6.0.2.0 voting system, which includes the DS200 precinct scanner, the DS450 central scanner and the ExpressVote ballot marking device and 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 for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Rockwall County’s electronic voting system, to compensate Rockwall 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, and

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

I. ADMINISTRATION

The Participating Authorities agree to hold a “Joint Election” with Rockwall County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions 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 Participating Authority as necessary.

It is agreed that other political subdivisions and districts may wish to participate in the use of Rockwall County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

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 the Participating Authority’s governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code.

Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Rockwall County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Rockwall County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 4, 2024, Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 4, 2024, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 4, 2024, election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Rockwall County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Rockwall County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, 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 central counting station after the polls close.

The compensation rates established by Rockwall County are:

Early Voting – Deputy Early Voting Clerk Supervisor (\$16 an hour), Bilingual Deputy Early Voting Clerk (\$16), Deputy Early Voting Clerk (\$14 an hour)

Election Day – Presiding Judge (\$16 an hour), Bilingual Clerk (\$16 an hour), Alternate Judge (\$14 an hour), Clerk (\$14 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated for training hours at the hourly rates listed above.

The Elections Administrator may employ other personnel as 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, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Rockwall County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Rockwall County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Rockwall County's electronic voting system and equipment, 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 and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not 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 with 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 of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Administrator. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Rockwall County's EVS 6.0.2.0 electronic voting system.

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

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. 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 , Texas Election Code. Each Participating Authority agrees that the Elections Administrator will appoint all 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 Rockwall County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Rockwall County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Rockwall County qualified voter of the Joint Election may vote early by personal appearance at any one of the 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 by fax or courier to the Elections Administrator for processing. If faxed, the original applications must be received by the election office within four days of receipt. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Rockwall County Elections Office
915 Whitmore Dr., Suite D
Rockwall, TX 75087

Physical Location
Rockwall County Elections Office
915 Whitmore Dr., Suite D
Rockwall, TX 75087

After the first day of Early Voting, the Elections Administrator shall post on the Rockwall County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Rockwall County Election Administrator shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps 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 Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station 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 electronic copies at the central counting station and by posting to the Rockwall County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Rockwall County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, 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. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 7, 2024, and no later than May 15, 2024, as per the Texas election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

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 upon request.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE ROCKWALL COUNTY

Rockwall County Elections will consider conducting elections in territories outside of Rockwall County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 4, 2024, election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 4, 2024, Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be:
 - (i) entities under 1000 registered voters will pay a flat rate of \$3500 which will be deducted from the total cost of the election.
 - (ii) The remaining total cost of the election will be divided in half.
 - (iii) one half of the election will be split equally by all remaining entities with 1000 or more registered voters.
 - (iv) the other half of the expenses will be split on a weighted basis.
 - a. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the

allocated costs (remaining costs after the 'Under 1000 voters' charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election.

2. The end result will be a charge to the Participating Authority of an equal division of participating authorities for half of the cost plus a pro rata share of the total of half the costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Rockwall County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$33.25 per ExpressVote Ballot Marking Device
 - \$57.50 per DS200 Precinct Scanner

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Rockwall County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Rockwall 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 Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Rockwall County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. 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 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 Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Rockwall County Treasurer and the Rockwall County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. 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.
3. This Contract 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 Rockwall County, Texas.
4. In the event that one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. 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.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 4, 2024, election is \$75,000 and is based partly on the costs of the May 6, 2023, Joint Election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each entity who qualifies for a flat rate fee must submit the full payment prior to the election. If requested, each Participating Authority agrees to pay the Rockwall County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

ELECTIONS ADMINISTRATOR:

Christopher J. Lynch, Elections Administrator
Rockwall County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Wylie

By: _____

Printed Name: Brent Parker

Official Capacity: City Manager

ATTACHMENT A

**(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)**

List of Participating Authorities

County

Cities

Municipal Utility Districts (MUD's)

Central Appraisal Districts

ATTACHMENT B

Election Day Voting Locations for Countywide Vote Centers

TBD

The Center at Rockwall City Place, Lone Star Room, 108 E Washington St, Rockwall, 75087
Fate City Hall, Council Chambers, 1900 CD Boren Pkwy, Fate 75087
Gene Burton College & Career Academy, Lecture Hall, 2301 John King Blvd, Rockwall, 75032
Heath City Hall, Community Room, 200 Laurence Dr, Heath 75032
McLendon-Chisholm City Hall, Council Chambers, 1371 W FM 550, McLendon-Chisholm, 75032
Our Savior Lutheran Church, Fellowship Hall, 3003 Horizon Rd, Rockwall, 75032
Ridgeview Church, Fellowship Hall, 1362 E FM 552, Rockwall, 75087
Rockwall Area Chamber of Commerce, Innovation Room, 697 E Interstate 30, Rockwall, 75087
Rockwall County Library, Community Room, 1215 E Yellowjacket Ln, Rockwall, 75087
Rockwall Golf & Athletic Club, Amenity Center Crown Room, 2650 Champions Dr, Rockwall, 75087
Rockwall ISD Admin. Bldg, Gym, 1050 Williams St, Rockwall, 75087
Rowlett Utility Customer Service Center, Conference Room, 6602 Dalrock Rd, Conference Room, Rowlett, 75088
Royse City City Hall, Mellody Room, 305 N Arch St, Royse City, 75189

ATTACHMENT C

Early Voting Locations

Early Voting by personal appearance will be conducted beginning on Monday, April 22, 2024, and ending on Tuesday, April 30, 2024, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 22 de Abril de 2024 y finalizará el Martes 30 de Abril de 2024 en:)

Main Location - *ubicación principal*

Rockwall: Rockwall County Library, Community Room, 1215 E Yellowjacket Ln, Rockwall, 75087

Full-Time Branch Locations – *ubicaciones de sucursales tiempo completo* **TBD**

Fate: Fate City Hall, Council Chambers, 1900 CD Boren Pkwy, Fate, 75087

Heath: Heath City Hall, Community Room, 200 Laurence Dr, Heath, 75032

Royse City: Royse City City Hall, Mellody Room, 305 N Arch St, Royse City, 75189