

**ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

THIS CONTRACT for election services is made by and between the Jack County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Jack County:

**JACKSBORO INDEPENDENT SCHOOL DISTRICT**

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a May 7, 2022, Election to be administered by Jack County Elections Administrator, hereinafter referred to as "Elections Administrator."

*RECITALS*

The participating authority listed above plans to hold a General, Uniform and/or Special Election on May 7, 2022.

Jack County owns an electronic voting system, the Election System and Software HART Verity System, 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 for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use 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 Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this agreement. The participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Election; however, the 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 understood that other political subdivision may wish to participate in the use of the 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 XI of this contract.

At each polling location the participant shall share voting equipment and supplies to the extent possible. The participating 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 ballot styles shall be available in polling places where jurisdictions do not overlap.

**II. LEGAL DOCUMENTS**

The 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 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.

### **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. 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 approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 7, 2022 Election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 7, 2022 at the entrance to any previous polling places 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 7, 2022 election. This notice shall be written in both the English and Spanish languages.

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

Jack County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of 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 the hourly rate established by Jack County pursuant to Texas Election Code Section 32.091. 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 central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Jack County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

### **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 and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

At each polling location, 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.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the 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). 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 election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting and Election Day Voting by Personal Appearance shall be conducted exclusively on Jack County's HART electronic voting system. Provisional ballots cast during early voting and Election Day will be cast on HART electronic voting system and will be counted at Early Voting Ballot Board.

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

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

## **VI. EARLY VOTING**

The participating authority agrees to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authority further agrees 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 Jack County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Jack County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "A" of this document. Any qualified voter of the Election may vote early by personal appearance at the 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 Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authority shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

Jack County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the 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 COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lynn Casteel Jack County Elections Administrator
Tabulation Supervisor:	Katie Sherrin, Jack County Elections Administrator Deputy Clerk
Presiding Judge:	Debbie Wells
Alternate Judge:	John Barry IV

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the participants, candidates, press, and general public and by distribution of hard copies at the central counting station. To ensure the accuracy of reported election returns, results printed on the tapes produced by Jack County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from 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 these unofficial canvass reports to the participating authority as soon as possible after all returns have been tabulated. The participating authority shall be responsible for the official canvass in its respective election(s).

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. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

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

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authority agrees to the costs of administering the Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed upon according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the participating authority.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with the early voting site. The participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting site located within the jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within the jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

The participating authority agrees to pay the Jack 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 county treasury in accordance with Election Code Section 31.100.

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

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



### **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to the 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 the 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.

### **XIV. RECOUNTS**

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, 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.

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

### **XV. 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 County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Jack County Judge and the Jack 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 laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jack 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.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is attached in Attachment "B". The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 7, 2022, election (or runoff election, if applicable). 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.

COUNTY OF JACK

By:

Brian Keith Umphress,  
County Judge of Jack County, Texas

Lynn Casteel,  
Elections Administrator of Jack County, Texas

ATTEST:

Vanessa James By: Tiffany Martin  
Vanessa James,  
County Clerk of Jack County, Texas



JACKSBORO INDEPENDENT SCHOOL DISTRICT  
By: Dwain Milam, Superintendent

Dwain Milam

ATTEST:

Cheryl Roma

FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

DEC 27 2021

VANESSA JAMES, County Clerk  
JACK COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

