



THE STATE OF TEXAS
COUNTY OF WALKER

2015 JOINT ELECTION AGREEMENT

Between the County of Walker, City of Huntsville, City of New Waverly, City of Riverside,
Huntsville Independent School District, New Waverly Independent School District,
and Walker County Hospital District,

AND

ELECTION SERVICES CONTRACT

Between the County Election Officer
And the Political Subdivisions Listed Above Respectively

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS the County of Walker, Texas ("County"), the City of Huntsville, Texas ("CityH"), the City of New Waverly, Texas ("CityNW"), the City of Riverside, Texas ("CityR"), the Huntsville Independent School District ("HISD"), the New Waverly Independent School District ("NWISD"), and the Walker County Hospital District ("WCHD") shall hold their respective general elections on Tuesday, November 3, 2015; and

WHEREAS the County Election Officer, Diana L. McRae, hereinafter referred to as "Contracting Officer", along with the Voter Registration/Elections Department (VR/ED) she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on Tuesday, November 3, 2015 for the conduct and supervision of; and

WHEREAS the County, CityH, CityNW, CityR, HISD, NWISD, and WCHD (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS the County, CityH, CityNW, CityR, HISD, NWISD, and WCHD find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in Walker County and will facilitate the orderly conduct of the elections; and

THEREFORE, the County, CityH, CityNW, CityR, HISD, NWISD, and WCHD agree as follows:

The Walker County Voter Registration/Elections Department (VR/ED), under the direction of the County Election Officer, agrees to coordinate, supervise, and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Walker County for leasing the equipment, election supplies, services and administrative costs as outlined in this agreement. The VR/ED will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date. Joint elections to be held November 3, 2015, unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the Contracting Officer shall be entitled to receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the VR/ED in order for it to be posted at each affected poll place on Election Day. Note: This Agreement does not include any provisions or costs associated with a subsequent runoff election. Any additional election, held on any day other than said uniform election date of November 3, 2015, will be subject to VR/ED availability and a new contract.
2. Voting Equipment. The VR/ED will provide voting machines and equipment, prepare them for use in the election including logic and accuracy testing, and transport them (*or arrange to have them transported*) to and from the early voting location(s) and the Election Day polling places.
3. Election Supplies. The VR/ED will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll book and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The VR/ED will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the VR/ED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish. The list will be delivered to the VR/ED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The VR/ED will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The VR/ED will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option Election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the VR/ED to ensure sufficient supplies without excessive waste.

4. Election Notices and other Pre-Election Matters.

***NEW RULING** - Effective June 25, 2013, United States Supreme Court ruled Section 5 of The Voting Rights Act of 1965 "unconstitutional" – based on this ruling, we've been advised by the Secretary of State's Office that changes in voting procedures no longer require approval or "preclearance" by federal authorities known as the Department of Justice. At this time, the language will remain in the Joint Election Agreement (4.a.) however we have suspended the submission for preclearance to the DOJ as instructed until further notice.*

- a. ~~The VR/ED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the joint election. A copy of the preclearance letter to the DOJ will be furnished to each participating authority.~~
- b. Each authority will post their respective election orders and public election notices; and provide a copy of the orders and notices with the VR/ED and those issued by VR/ED to each participating authority.

- c. The VR/ED will select, with Commissioners' Court approval, and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, *Court/DOJ approved* county voting locations for the precincts. In the event a voting location is not available or a change has been made for another reason, the VR/ED will arrange for an alternate location or combine it with another and will notify each participating authority affected by the change. **The voting locations are listed in Attachment "A" of this agreement.** The VR/ED will notify each participating authority of any changes from the locations listed in Attachment "A".

5. Election Judges, Clerks and Other Election Information.

- a. The VR/ED will be responsible for the appointment by Commissioners' Court of the presiding judge and an alternate for each polling location. The VR/ED will arrange for training and compensation of all presiding judges and clerks. **The election judges are listed in Attachment "B" of this agreement.** If a person is unable or unwilling to serve, the VR/ED will be responsible for the appointment of a replacement judge for the precinct and notify each participating authority affected by the change.
- b. The VR/ED will take the necessary steps to insure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge for each election precinct appoints the election clerks, one of which must be the alternate judge, in the number determined/recommended by VR/ED and approved by Commissioners' Court. *The number of clerks may vary based on the type of the election(s), number of registered voters in the election precinct, if it's a combined voting box, number of ballots and/or split ballots in the election precinct, etc.* The presiding judge is responsible for ensuring the eligibility of each appointed clerk. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- d. The VR/ED will conduct one or more election schools, and will notify the election judges/workers and each participating authority of the date(s), time(s), and place(s) of such school(s).
- e. The election judges are responsible for picking up election supplies at the time and place determined by the VR/ED. Each election judge will receive \$10 per hour and each clerk \$9 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to the County Annex building on Election Night.
- f. The VR/ED will employ other personnel necessary for the proper administration of the election, including temporary staff, as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and for Election Day, and for the efficient collection of precinct supplies on election night at the central accumulation station. This temporary, election personnel will be paid \$9 an hour as agreed upon by the participating authorities.

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). Diana L. McRae, the County Election Officer/Tax Assessor-Collector, is the Early Voting Clerk (EVC) as established by Secs. 83.002 and 31.071 of the Texas Election Code. Julie Cooper, Elections Manager, is appointed Deputy Early Voting Clerk (DEVK) for the joint early voting approved by Commissioners' Court, as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the EVC/DEVK as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the County at the Walker County Annex and at minimum, will be the hours that the early voting clerk regularly conducts early voting and if applicable, will be extended to include any extended or weekend hours.
- c. The EVC/DEVK may appoint additional clerks for early voting by personal appearance/voting by mail as needed to assist in the conduct of the election.

d. Early voting will be conducted at the following location:

Location: Walker County Annex, 1301 Sam Houston Avenue, Suite 101

Dates: October 19th – October 30th, Monday thru Friday

Times: 8:00 am – 5:00 pm

EXCEPTION: There will be two twelve hour days during early voting:
Tuesday, Oct. 20th and Tuesday, Oct. 27th – Early Voting Hours 7:00am – 7:00pm

- e. The Early Voting Ballot Board (EVBB), consisting of a presiding judge and at least two other members depending on type of election(s), will be appointed by the County Election Board in even numbered years and in odd numbered years Commissioners' Court appoints the EVBB Judge only (*name submitted by applicable party chair*). The presiding judge is responsible for appointing election clerks and for their eligibility. The VR/ED is available upon request to assist with eligibility questions and/or confirmations.
- f. The presiding election judge and election clerks of the EVBB will receive \$9 per hour for at least 10 hours, minimum call for service, regardless of number of hours worked.

7. Election Day.

- a. The VR/ED will monitor all polling locations on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying the voter, etc.
- b. As required by law, the VR/ED will be open on Election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books) to assist all election workers and participating authorities.

8. Returns of Elections.

- a. The VR/ED is responsible for establishing and operating the central accumulation station in accordance with the provisions of the Texas Election Code and this agreement. The CAS is overseen by the County Election Officer/Central Accumulation Manager, appointed by Commissioners' Court, with the assistance of the Election Manager as Tabulation Supervisor, an Assistant Tabulation Supervisor, and numerous Receiving Clerks.
- b. On election night as precinct returns arrive for processing, the VR/ED will provide timely cumulative reports of election results as soon as the returns are processed, accumulated and the initial reconciliation is completed. The VR/ED will be responsible for releasing cumulative totals, reflecting precinct returns via a "media report"/"summary report" to include early voting and election day, to the joint participants, candidates, media, and general public by distribution of hard copies and/or electronic transmittals. Walker County will operate an Election Results Center to release election results in the Walker County Annex Building located at 1301 Sam Houston Avenue.
- c. On election night, the VR/ED will have a designated area set up in Room 114 to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Internet access via data lines will be available as well *if needed*. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email to each participating entity before Election Day as instructions may vary with each election.
- d. The VR/ED will be responsible for entering election night returns electronically as required by the Secretary of State's Office.

- e. The VR/ED will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct returns will be available by 12:00 noon on Tuesday, November 10th, 2015.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected in the joint election to offices of political subdivisions. *Please refer to the publication provided by the Elections Division of the Secretary of State's Office titled "Canvassing Elections and Qualification for Public Office" for an outline summarizing Texas case law and statutes relating to canvassing and reporting official election returns, as well as the laws specifying how candidates take office upon election.*
- g. The VR/ED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the VR/ED if waiver has been granted or denied upon receipt of notification from the Secretary of State. The VR/ED will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (County Election Officer) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the Walker County Tax Assessor-Collector/County Elections Officer, and accepted by the Texas State Library and Archives Commission on May 10, 2010 and in accordance with Chapter 66 of the Texas Election Code. The preservation period for non-federal elections is 6 months (instead of 22 months) after Election Day. (Sec.66.058)
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the VR/ED will maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the VR/ED any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the VR/ED shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs. Programming of voting equipment owned by Walker County is prepared by Election Systems and Software (ES&S).

- b. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- c. The participating authorities mutually agree to share election expenses incurred, including but not limited to, the costs and expenses of election supplies, newspaper publication of the testing notice, air cards for electronic poll books, logic and accuracy testing, voting machines and equipment transportation, and other election related expenses.
- d. The participating authorities mutually agree to share the cost of all election personnel (*excluding the Contracting Officer*). This will include the early voting election workers, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with delivery of equipment and supplies, and election workers at the central accumulation station, etc. On Election Day, only the political subdivisions sharing that polling location will equally split the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the VR/ED (*shall be monitored and authorized by the County Election Officer*) beginning the Friday immediately before early voting begins and concluding the Friday following Election Day, due to the complexity of the elections, will be paid at one and one half (1 ½) time his/her regular rate and will be a shared cost by all participating authorities.
- e. The participating authorities mutually agree to lease the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Model 100 Precinct Scanner. One accessible voting system, the ES&S AutoMark, will be provided at each poll location. Early voting equipment will be shared by participating entities. However, on Election Day, only the political subdivisions sharing that polling location will equally split the cost to lease the equipment at that location.
- f. The participating authorities mutually agree to pay an administrative fee to the county election officer for election services performed not to exceed 10% of the total cost of the election, but may not be less than \$75, as authorized by Section 31.100(d) of the Texas Election Code.
- g. The participating authorities mutually agree to pay Walker County within thirty (30) days of receipt of the invoice.

11. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the Voter Registration/Elections Department it might fail during an election or might contain errors. The Participating Authorities agree that should the electronic voting system fail, the Participating Authorities will not make any claim against the County of Walker, the elected officials signed herein, or any of their employees, or agents for damages of any kind, including but not limited to damages incurred for having to conduct a second election caused as a result of such failure or error.

The Participating Authorities acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. The County of Walker, the elected officials signed herein, or any of their employees, or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur they will not make any claim against the County of Walker, the elected officials signed herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election, as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its' respective election and if, the County and/or the elected officials signed herein or any of their employees, or agents, is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The VR/ED will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority's records. The VR/ED shall file a copy of this executed contract with the County Treasurer, County Judge, and County Auditor.

SIGNED AND ENTERED into this joint agreement 27th day of July, 2015 in duplicate originals.

WALKER COUNTY

Robert D. Pierce II, *County Judge*

Diana L. McRae, *Tax Assessor-Collector/
County Election Officer*

THE CITY OF NEW WAVERLY

Dan Underwood, *Mayor*

Rosemary Barte, *City Secretary*

**HUNTSVILLE INDEPENDENT SCHOOL
DISTRICT**

Patrick Antwi, *President*

Sam Moak, *Secretary*

WALKER COUNTY HOSPITAL DISTRICT

Robert R. Hardy, *Chairman*

Jerry Larrison, *Secretary*

THE CITY OF HUNTSVILLE

Mac Woodward, *Mayor*

Lee Woodward, *City Secretary*

THE CITY OF RIVERSIDE

Frank Rich, *Mayor*

Joan Harvey, *City Secretary*

**NEW WAVERLY INDEPENDENT SCHOOL
DISTRICT**

Darol Hail, *Superintendent*

John Malak, *President*

Note: the signature page will be modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies

*Attachment A – Polling Locations
Attachment B – Election Judges*