

**MASTER INTERLOCAL AGREEMENT BETWEEN TOM GREEN COUNTY AND TOM GREEN COUNTY ELECTION ADMINISTRATION, THE CITY OF SAN ANGELO, WALL INDEPENDENT SCHOOL DISTRICT, AND VERIBEST INDEPENDENT SCHOOL DISTRICT FOR JOINT ELECTIONS, THE ACQUISITION OR LEASE, AND MAINTENANCE OF ELECTION EQUIPMENT, AND THE SERVICES OF CONDUCTING GENERAL ELECTIONS**

This Master Interlocal Agreement ("Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.000 et. Seq., by and between **Tom Green County** ("County"), the **Tom Green County Election Administration** ("Election Administrator") and the following Local Political Subdivisions ("LPS"): **City of San Angelo**, a Texas home rule municipal corporation situated in Tom Green County, Texas, ("City") **Wall Independent School District**, situated in Tom Green County, Texas, ("WISD") and **Veribest Independent School District**, situated in Tom Green County, Texas, ("VISD"). County, City, WISD, and VISD may also be referred to herein as "Party" or "Parties".

**WITNESSETH**

**WHEREAS**, the Parties hereto desire to establish an understanding and commit to the implementation of a Master Joint Election and Election Services Agreement between the County and the named LPS entities that provides for a joint election on May 12, 2012, and on the uniform election days in May of each year thereafter through May of 2022; that provides for the shared obligations and expenses necessary to conduct the joint elections; that provides for the personnel necessary to conduct the joint elections for the Parties; and that provides for the acquisition of additional election equipment subject to implementation of a separate Interlocal Agreement for equipment purchase or lease and maintenance that provides for reimbursement to the County, effective December 6, 2011; and,

**WHEREAS**, each of the Parties hereto are located wholly or partly within Tom Green County and will next conduct a general election on May 12, 2012, a uniform election day as provided at Section 41.001 of the Texas Election Code (TEC); and,

**WHEREAS**, each of the Parties hereto expects to conduct general elections on the uniform election day in May, annually from May 2012 through May 2022; and,

**WHEREAS**, the Texas Legislature implemented the Military and Overseas Voter Act of 2009 (MOVE Act) in 2011, with passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the uniform election day in May; and,

**WHEREAS**, Tom Green County has concluded that as a result of implementation of the Legislature's amendments of the TEC, in even-numbered years, the years in which the state's primary and primary runoff elections are held, the county will be unable to contract for election services with the City of San Angelo or with the independent school districts in Tom Green County for holding joint elections, unless additional electronic voting machines are acquired or leased, and the necessary personnel are available and the Parties share in the cost of that equipment and in the cost of services in holding the elections; and,

**WHEREAS**, the County will be required to purchase or lease additional electronic voting equipment, herein referred to as "Baseline Equipment", to facilitate joint elections in May of even numbered years, together with retaining additional temporary part-time personnel to manage the duties of conducting the elections and incurring annual maintenance costs associated with the electronic voting equipment to be purchased, all of which are to be reimbursed to the County by the LPS entities in proportion to the number of each LPS entity's polling places; which is presently 80 percent City, 10 percent WISD, and 10 percent VISD; and,

**WHEREAS**, joint elections will result in the City combining to eight polling places, WISD combining to one polling place and VISD combining to one polling place as well as the five branch early voting polling places utilized by Tom Green County; and, the governing bodies of each of the Parties hereto have concluded that the holding of joint elections is beneficial to the public because it is the most cost effective utilization of resources and provides additional polling places for early voting; and,

**WHEREAS**, the Parties hereto are authorized to enter into a joint elections agreement pursuant to TEC, Section 271.002;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1: RECITALS ADOPTED/CONDITION PRECEDENT/CURRENT REVENUES**

The foregoing recitals are hereby acknowledged as true and correct by each of the Parties and are adopted herein for all purposes. This Agreement is conditioned upon authorization by the governing bodies of the Parties. Any payment due from a Party shall be payable from current revenues available to that Party.

**ARTICLE 2: TERM/TERMINATION**

The term of this Agreement shall commence on December 6, 2011 (the effective date) and shall automatically renew annually through December 31, 2022, subject to termination. Any party may terminate this Agreement without cause by giving the other parties one hundred eighty (180) days written notice of termination.

**ARTICLE 3: EQUIPMENT AND PERSONNEL**

- A. Baseline Equipment.** In accordance with the TEC and the Help America Vote Act (HAVA), minimum electronic equipment required include one Judge's Booth Controller (JBC) and one Disabled Access Unit (DAU) per polling location, and, per TEC, early voting equipment cannot be reused for election day voting. Additionally, to facilitate processing of paper ballots, one eScan must be provided for each polling place. The Election Administrator and contracting entities have made a determination that in order to conduct elections in May, even-numbered years, for the City, WISD, and VISD (LPS), the County will be required to purchase or lease the following equipment

including one spare set of the equipment to be utilized for emergencies, and other ancillary equipment to implement this contract (additional Baseline Equipment):

1. 9 JBC
2. 6 eScans & Tubs (5 with double locks)
3. 10 Eslates
4. 1 DAU
5. 3 Caddies, with wheels, for eSlates and DAU

To facilitate purchase or lease of the required additional Baseline Equipment, Tom Green County and the LPS entities have entered into an interlocal agreement pursuant to which the LPS entities will, proportionately between the City, WISD and VISD, reimburse the County for the cost or lease of the equipment.

- B. High Demand Election Cycles Equipment.** The Election Administrator has determined the Baseline Equipment will allow them to provide election services to the City, WISD, and VISD. Should the City, WISD, or VISD increase the number of polling locations, the respective entity will be responsible for the purchase or lease of additional equipment. Should the Election Administrator give reasonable information that determines there is a need for additional equipment due to other elections they are required to hold, they shall notify the City, WISD, and VISD and give each entity the opportunity to purchase or lease additional equipment to resolve the situation. Should the entities elect not to purchase or lease the required equipment, the respective entity will be responsible for conducting their own election, or, within two weeks, make needed adjustments to allow continued contracting with the Election Administrator.
- C. Baseline Personnel.** The Election Administrator has made the preliminary determination that in order to conduct elections for the City, WISD, and VISD they require no more than ten (10) personnel (the Baseline Personnel). The LPS entities agree on cost sharing of personnel, proportionately, to conduct the May 12, 2012 General Election and for future shared general elections to be held on the uniform election day in May of each year as outlined in the respective sections of the Agreement. If the Election Administrator determines that 10 personnel are insufficient staff, the Election Administrator will work with LPS entities to provide the additional necessary staff.
- D. High Demand Election Cycles Personnel.** The Election Administrator has determined the Baseline Personnel will allow them to provide election services to the City, WISD, and VISD based upon the number of polling locations. Should the Election Administrator give reasonable information that determines there is a need for additional personnel, they shall notify the City, WISD, and VISD and give each entity the opportunity to fund the additional personnel required to resolve the situation. Should any of the LPS entities elect not to fund the additional personnel those entities shall be responsible for conducting their own elections, until such time as such LPS entity makes adjustments agreed to by the Election Administrator to allow continued contracting for joint elections.

#### ARTICLE 4: OBLIGATIONS OF CITY, WISD, AND VISD

The City, WISD, and VISD assume the following obligations:

- A. Purchase or Lease of Additional Equipment.** The City, WISD, and VISD agree to reimburse the County for the purchase or lease cost of the Baseline Equipment described in Article 3 Section A above, pursuant to an Interlocal Agreement for purchase or lease of the equipment to be entered into between the County and the LPS Parties, effective December 6, 2011. (Exhibit A outlines the cost for City, WISD, and VISD).
- B. Reimbursable Costs and Expenses.** In accordance with subpart (b) of Section 31.100 of the TEC, County shall charge each LPS only that Party's proportionate share of the expenses directly attributable to this election services contract for conducting general elections. Salaries of personnel regularly employed within the office of County Election Administration shall be paid from funds regularly budgeted and appropriated for that purpose, except that the County will be reimbursed by LPS entities from the election services contract fund for overtime expenses that may be incurred by County for contractual duties performed outside of normal business hours. Wages and costs related to employment paid to persons temporarily employed to perform duties under the election services contract shall be paid out of the election services contract fund as billed to the LPS entities. In accordance with TEC, the LPS entities shall pay the Election Administrator for the actual expenses incurred directly attributable to the election, including without limitation, the following: supply costs, Logic and Accuracy newspaper notice publication expenses, wages, salaries and benefits of Early Voting deputies, wages, salaries and benefits of Election Day polling place workers, wages, salaries and benefits of members of the EVBB, wages, salaries and benefits of Central Counting Station presiding and alternate judge and clerks, the cost of the hours spent programming the ballot for the Direct Record Electronic (DRE) voting equipment and the cost of preparing and conducting the Logic and Accuracy (L&A) Testing, wages, salaries and benefits of additional baseline personnel, a "per election" user fee (per attached Exhibit D) for each regular eSlate, accessible eSlate (DAU), eScan, and Judges Booth Controller (JBC) placed in service at each Election Day polling location and Early Voting polling location, a "per election" user fee (**per attached Exhibit E**) for each Early Voting Ballot Carrier and Election Supply Carrier, a "per election" user fee (per attached Exhibit E) for each Laptop with attachments, the cost of transportation of the voting equipment to the polling location(s) (Election Day and Early Voting) and from the polling location(s) to the Central Counting Station, and the cost of Election Day technical support, tabulation, and production of unofficial reports.
- C. Administrative Fee.** In accordance with Section 31.100(d) of the TEC, each LPS entity shall pay to the Election Administrator an administrative fee in the greater amount of \$150.00 or 10% of the LPS entity's proportionate share of the total amount of the contract costs, to cover the services performed by the Election Administrator and their staff.
- D. Baseline Polling Locations.** City agrees to combine their existing polling locations into eight (8) polling locations on uniform Election Dates in May. WISD and VISD agree to combine their existing polling locations into one (1) polling location for each ISD entity on

uniform Election Dates in May. Each ISD entity shall utilize the City's early voting polling locations and may utilize City's election day polling locations during joint elections and will be responsible for a proportionate share of the costs incurred for such polling locations.

- E. Adopting a Voting System.** Under Section 123.001 of the TEC, the governing body of each LPS must adopt the voting system that will be used in its election.
- F. Establishing a Central Counting Station.** Under Section 127.001 of the TEC, each LPS must establish a central counting station at the main office of the Election Administrator for counting the ballots.
- G. Preclearance.** Each LPS, in connection with any submissions required for the contracted elections, shall prepare and submit for preclearance to the U.S. Department of Justice, Civil Rights Division, any changes to voting practices and procedures affecting their respective elections. Further, each LPS will provide in a prompt manner any reasonable assistance or information requested by the Election Administrator in connection with submissions made by the Election Administrator on its behalf to the U. S. Department of Justice. Furthermore, the Election Administrator will provide in a prompt manner any reasonable assistance or information requested by the LPS entities in connection with submissions made by the entities to the U.S. Department of Justice.
- H. Appointment of Presiding Judges and Alternate Judges.** Promptly after receiving the proposed lists of presiding judges and alternate judges from the Election Administrator, and within such time so as not to impede the orderly conduct of the election, under Sections 32.005, 87.002, and 127.005 of the TEC, each LPS shall appoint the presiding judges and alternate judges for the Election Day polling locations, the Early Voting Ballot Board (EVBB), and the central counting station from the proposed lists. Each LPS may appoint as presiding judges and alternate judges, persons other than those on the proposed list, but acknowledges that such persons must be willing to take all necessary training with respect to the voting equipment. If from other sources, the LPS shall ensure that the appointees meet, as appropriate, the eligibility requirements in Subchapter C of Chapter 32 and Sections 87.003 and 127.005(b) of the TEC. Within five days after appointing the presiding judges and alternate judges, the LPS shall provide a list of the appointments to the Election Administrator. Each LPS shall be responsible for any additional expenses incurred by its use of persons appointed via other sources.
- I. Assistance in Providing Bilingual Clerks.** In compliance with Section 272.009 of the TEC, each LPS shall, at its cost, have available at a central location one election clerk who is fluent in both English and Spanish to provide assistance to Spanish-speaking voters, if the election judges advise the Election Administrator that they are unable to find bilingual election clerks and the Election Administrator so advises the LPS. Each LPS will make every effort to provide the names and telephone numbers of potential bilingual election clerks to the Election Administrator.
- J. Appointment of Early Voting Clerk.** The LPS entities hereby appoint the Election Administrator to serve as the Early Voting Clerk for their general elections and authorizes them to conduct Early Voting at the main office or at branch locations listed in Exhibit A.

- K. Appointment of Central Counting Station Manager and Tabulation Supervisor.** Each LPS hereby appoints the Election Administrator to serve as the Central Counting Station Manager and their appointee to serve as the tabulation supervisor.
- L. Applications for Mail Ballots.** Each LPS shall date stamp and then immediately fax to the Election Administrator all applications for mail ballots, if any, that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Election Administrator.
- M. Election Orders and Canvass.** Each LPS shall prepare the election order, election notice, resolutions, official canvass, precinct return, and other pertinent election documents for adoption by the appropriate officer or governing body of the LPS. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish and in compliance with state and federal laws, rules, regulations, and orders.
- N. Election Notice.** Each LPS shall be responsible for posting the notice if required under Section 4.003(b) of the TEC and shall provide copies of such to the Election Administrator.
- O. Map.** If requested by the Election Administrator, the LPS shall provide the Election Administrator with an updated map and street index of its jurisdiction in an electronic or printed format within such time as to enable the Election Administrator to ensure that current voter registration lists are prepared in time for the processing of early voting by mail.
- P. Ballot Information.** Within twenty-four hours of the last filing deadline for a place on the ballot, each LPS shall provide the Election Administrator with the office names, including place designations, in English with Spanish translations, the names of the candidates as the names are to appear on the ballot as well as the order in which the names are to appear under each office, and the English and Spanish translations of any propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. The LPS shall provide this information by completing Exhibit F. When necessary, the LPS may provide the information by attaching a form with the information and which provides the Election Administrator with the required language and information to program the ballot. Each LPS shall promptly review and approve the final ballot for correctness within twenty-four hours after presentation by Election Administrator prior to finalization.
- Q. Promotion and Information of the Election.** Each LPS assumes the responsibility of providing information about the candidates and propositions, if any, in the election and of promoting the schedules for Early Voting and Election Day Election, except that the Election Administrator shall post and make available to the public such information as is provided by each LPS entity.
- R. Recount.** If an LPS entity or its canvassing authority receives a recount petition, it shall immediately notify the Election Administrator of such recount petition and provide the Election Administrator with a copy of the petition. If the Election Administrator determines

that there is insufficient staff or time to do so, the LPS entity will provide staff to assist with recount and with the recruitment and appointment of recount officers and clerks.

- S. Precinct Reports to the Texas Secretary of State.** Unless the Election Administrator has first complied with the requirement to provide precinct reports to the Texas Secretary of State, each LPS is responsible for timely filing of all required precinct reports with the Texas Secretary of State.

## **ARTICLE 5: OBLIGATION OF THE COUNTY**

The County assumes the obligations of performing the following services and providing the following materials and equipment in connection with the joint elections.

- A. Notification regarding need for additional equipment.** In a normal election cycle, the County shall notify the LPS entities of the need for additional equipment with a minimum of six (6) months notice. In the event of the need for additional equipment related to a runoff election, the County shall notify the LPS of anticipated need for additional equipment within 1 week of the original election date.
- B. Nomination of Presiding Judges and Alternate Judges.** Within 45 days after the last Party signs this Agreement, the Election Administrator shall submit to the each LPS for approval by its governing body a proposed list of presiding election judges (“presiding judges”) and alternate presiding judges (“alternate judges”) for each of the LPS Election Day polling locations shown on Exhibit B, attached hereto and made part of this contract, a proposed person to serve as presiding judge of the Early Voting Ballot Board (EVBB), and two proposed persons to serve as presiding judge and alternate judge of the central counting station on Election Day. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the TEC. The proposed EVBB presiding judge and the proposed central counting station presiding judge shall meet the eligibility requirements in, respectively, Sections 87.003 and 127.005(b) and Subchapter C of Chapter 32 of the TEC. Contracting entities will provide assistance in recruitment and appointment of election workers if the Election Administrator determines this is necessary. If the Election Administrator is unable to recruit a sufficient number of election workers, the LPS entities will provide staff to work in Election Day polls and/or deliver supplies to the polls.
- C. Notification to Presiding Judges and Alternate Judges; Appointment of Clerks.**
1. Following the appointment of the Presiding Judges and Alternate Judges by the governing body of each LPS, in accordance with Section 32.009 of the TEC, the Election Administrator shall notify each presiding judge and alternate judge of his or her appointment. The notification will include the assigned polling location, the date and time of the election, and the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate. Subsequent to the initial notification, the Election Administrator shall notify the presiding judge and alternate judges of the date of the election schools and the eligibility requirements for election workers.

2. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the TEC, the presiding judge shall make reasonable efforts to appoint a sufficient number of election clerks who are fluent in both English and Spanish to serve the needs of the Spanish-speaking voters of the precinct. If the number of elections clerks appointed is insufficient to serve the needs of the Spanish-speaking voters in the election, the governing body of the LPS shall appoint at least one clerk who is fluent in both English and Spanish to serve at a central location to provide assistance for Spanish-speaking voters.
3. The Election Administrator shall prepare writs of election to the presiding judges in accordance with Section 4.007 of the TEC to be signed by the presiding officer of the LPS governing body or the presiding authority of the Election Administrator's governing body. The writs of election shall be delivered to the presiding judges no later than the 15<sup>th</sup> day before the election.
4. Following their appointment by the governing body of the LPS, the Election Administrator shall notify the presiding judges of the EVBB and the central counting station of their respective appointments. The notification will also include the time and place on Election Day to which they should report, and the date of the election school for them.

**D. Contracting with Third Parties.** In accordance with Section 31.098 of the TEC, the Election Administrator is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will either be paid by the Election Administrator to be reimbursed by the LPS entities proportionately, or each LPS will pay its share of such cost directly to the third persons, as agreed by the Parties at the time the services and supplies are ordered.

**E. Election School(s).** In accordance with Sections 32.111 and 125.009, of the TEC, the Election Administrator in their discretion shall be responsible for conducting or for having third parties conduct one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order in the polling location, and provisional voting. The Election Administrator shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and clerks of such. The Election Administrator may hold the election school(s) whenever deemed necessary to increase election school availability to election workers who are employed during the regular work week. The Election Administrator may develop and distribute a training DVD to poll workers in lieu of a training school. Poll workers who utilize the DVD for training shall be required to pass a test developed by the Election Administrator. Additionally, Election Administrator may offer the poll worker the option of completing the Secretary of State's online poll worker training in lieu of attending training classes. Each LPS understands that the Election Administrator cannot guarantee that the judges, clerks, or deputies attend an election school. The Election Administrator and the LPS entities agree that election workers will be paid a

stipend of fifteen dollars (\$15.00) per election or for attending training, regardless of the number of classes attended. LPS entities shall reimburse the Election Administrator for that expense.

**F. Publication/Posting of Election Notice.** Except as otherwise provided by law, the following authority shall give notice of an election:

1. the county judge of each county wholly or partly in the territory covered by the election, for an election ordered by the governor;
2. the presiding officer of the governing body of a political subdivision, for an election ordered by the presiding officer or the governing body; and
3. the authority ordering the election, for an election ordered by any other authority. [TEC Sec. 4.002]

**G. Election Supplies.** The Election Administrator shall procure, prepare, and distribute to each presiding judge (or the election worker designated by the presiding judge) for use at the polling location on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the TEC); pens; tape; markers; paper clips; seals; sample ballots; white envelopes; manila envelopes; thermal paper rolls for use in the Judge's Booth Controllers (JBCs) and eScans; and all consumable-type office supplies necessary to hold an election. If necessary, the Election Administrator may purchase additional election forms or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

**H. Registered Voter List.** The Election Administrator shall obtain from the Voter Registrar, or Voter Registrars, if the territory of the LPS entities extends into more than one county, a list or lists of registered voters in the LPS territories not covered in Tom Green County and that is required for use on Election Day and for the early voting period required by law, after such lists are requested by the LPS.

**I. Election Equipment.**

1. The City, WISD and VISD shall use the voting system currently used by the Election Administrator for the election. This voting system is variously referred to throughout this Agreement as "the voting system," "the DRE voting system," "Baseline Equipment" or "the voting equipment," and may include the equipment referred to as "eSlates", "DAU's" "eScans" and "JBCs". The Early Voting locations and the Election Day polling places shall have at least one voting machine that is accessible to disabled voters.
2. The Election Administrator or their designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the LPS entities in Exhibit F, including names of the candidates, names of the offices sought, order of names on the ballot, and the English and Spanish translation of the offices and any propositions. Each LPS shall reimburse the Election Administrator for the cost of such programming. The Election Administrator will provide sufficient time to each LPS

to review and approve the ballot before it is finalized provided Exhibit F is received in sufficient time to approve the ballot and meet the deadline for mailing absentee ballots. Each LPS shall approve the ballot in writing.

3. The Election Administrator or their designee shall prepare the JBCs, DAU's, eScans and/or eSlates for Early Voting and for Election Day, including sealing them, and distribute the appropriate voting equipment to the presiding judge (or the election worker designated by them) who picks up the election supplies under paragraph G above. The equipment (along with the election supplies, election records, and unused election supplies under paragraph H above) shall be returned to the Election Administrator at the conclusion of the election by the presiding judge (or the designated election worker).
  4. The Election Administrator may have the election supplies and voting equipment transported to the Election Day polling locations and picked up at the polling locations after the polls close on Election Night. The LPS entities shall provide assistance if determined necessary by the Election Administrator.
  5. The Election Administrator may have election supplies and voting equipment transported to Early Voting Branch Locations, when utilized. Such supplies and equipment will be picked up the day after the end of early voting. LPS entities shall provide assistance if determined necessary by the Election Administrator.
- J. Logic and Accuracy Testing.** In advance of Early Voting (including the mailing of any ballots), the Election Administrator (along with the tabulation supervisor, the presiding and alternate judges of the central counting station, and two members of the EVBB, if possible) shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The Election Administrator shall also cause the publication of any required notice of such testing. Each LPS shall reimburse the Election Administrator for their proportionate share of the cost of such testing and notice.
- K. Early Voting.** In accordance with Sections 31.096 and 31.097(b) of the TEC, the Election Administrator shall serve as Early Voting Clerk for the election. The Election Administrator shall conduct Early Voting at their main office. The LPS entities authorize the Election Administrator to conduct Early Voting at branch offices. Said branch offices are listed in Exhibit A.
1. The Election Administrator shall supervise and conduct Early Voting by mail and personal appearance and shall hire the personnel needed to serve as Early Voting deputies at any Early Voting location.
  2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit A, attached hereto and made part of this Agreement. The Election Administrator shall ensure that the Early Voting polling locations are set up for early voting and have the necessary tables, chairs, and voting equipment.

3. The Election Administrator shall receive mail ballot applications on behalf of each LPS entity. All applications for mail ballots shall be processed in accordance with Title 7 of the TEC by the Election Administrator or their deputies.
  4. All Early Voting ballots cast by mail shall be secured, maintained, and delivered by the Election Administrator or their deputy for counting in accordance with Chapter 87 of the TEC to the Early Voting Ballot Board at the central counting station at the Tom Green County Election Office located at 113 W. Beauregard, San Angelo, Texas.
- L. Election Day Polling Locations.** The Election Day polling locations are as set forth in Exhibit B. The Election Administrator shall arrange for the use of the Election Day polling places and shall arrange for the setting up of the polling locations for Election Day, including ensuring that they have the necessary tables, chairs, and voting equipment. The LPS entities will provide assistance if determined necessary and, if unable to recruit sufficient number of election workers, the LPS entities will provide staff to secure Election Day polling locations.
- M. Counting the Votes.** The Election Administrator shall count the votes in accordance with Chapter 127 of the TEC. The Election Administrator shall serve as the central counting station manager and their chief appointed representative shall serve as the tabulation supervisor.
- N. Election Reports.** The Election Administrator shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the TEC. The unofficial tabulation of early voting results shall be made available to each LPS entity as soon as they are prepared but no earlier than 7:05 p.m. or the time by which all polling locations close on Election Day. The unofficial tabulation of Election Day precinct results shall be made available to the LPS entities as soon as they are prepared.
- O. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the TEC.** The Election Administrator will verify the provisional voting affidavits the next business day after the Election so that they may provide factual information on the provisional voter's status. The Election Administrator will convene the Late Voting Ballot Board (LVBB) within the time set forth in Section 65.051 of the TEC for the purpose of determining the disposition of the provisional votes. At the same time, the LVBB shall review mail ballots timely received under Section 86.007(d) of the TEC to determine whether such shall be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Election Administrator shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS entities. A canvass report will be provided to the LPS entities. Upon completion of canvass, each LPS entity will notify the Election Administrator who will make the election results official.
- P. Custodian of Election Records.** After completion of the canvass and election results being declared official, the Election Administrator shall distribute the election records to the LPS entities, except for those records that must be distributed in accordance with Section 66.051

of the TEC. The Election Administrator is hereby appointed the custodian of voted ballots and any backups of electronic systems used and shall preserve them in accordance with Chapter 66 of the TEC and other applicable law. The Election Administrator shall also maintain custody of the records pertaining to the operation of the electronic equipment.

**Q. Recount.**

1. If required by law, the Election Administrator shall have performed a partial count of electronic voting system ballots in accordance with Section 127.201 of the TEC and a recount in accordance with Title 13 of the TEC. The LPS shall reimburse the Election Administrator for its share of the cost of such count and recount.
2. If a recount is required in accordance with Title 13 of the TEC, the Election Administrator shall conduct such recount and the terms of this Agreement shall govern such recount. The cost of any such recount is not included in the estimate set forth in Exhibit C, which is attached hereto and made a part of this contract. If the Election Administrator determines that there is insufficient staff and/or time to do so, the LPS entities will provide staff to assist with recount and recruitment and appointment of recount officers and clerks.

**R. Precinct Reports to the Texas Secretary of State.** The Election Administrator shall have the responsibility for the filing of precinct reports with the Texas Secretary of State.

**ARTICLE 6: PAYMENT**

**A. Billing.**

1. As soon as reasonably possible after the election, the Election Administrator shall submit an itemized invoice to each of the LPS entities for the entity's proportionate share of the: (1) actual costs and expenses directly attributable to the coordination, supervision, and conducting of the election and incurred or promised on behalf of the LPS entities by the Election Administrator; and (2) the Election Administrator's administrative fee under Section 31.100(d) of the TEC. The costs and expenses for which reimbursement is sought shall be supported by appropriate documentation.
2. To the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, L&A Testing of the voting equipment and programming, wages, salaries and benefits of election workers, and the Election Administrator's office Election Day Support, such costs shall be divided proportionately among the local political subdivisions using a common polling location.

**B. Deposit.** Each LPS entity shall pay its share for services, expenses and supplies in accordance with the cost estimate, as submitted by Election Administrator. Half of this total cost estimate is due and payable to Tom Green County, as a deposit, within 30 days prior to the election. It is understood and agreed that the final bill may be more or less than this estimate and shall be based on actual cost of supplies, expenses and contract personnel in

accordance with TEC. Payment shall be sent to the Election Administrator for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to the LPS entity.

**C. Payment.** Each LPS will make every effort to pay the Election Administrator within thirty (30) days from the receipt of invoice. If the LPS disagrees with any portion of the invoice, the LPS shall notify the Election Administrator within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount due. Payment shall be sent to Election Administrator for proper processing. Upon receipt of payment and processing, a receipt shall be mailed to the LPS.

**D. Estimated Cost of Services.** A cost estimate for election expenses is set forth in Exhibit C, attached hereto and made part of this Agreement. The Election Administrator agrees to advise the LPS entities if it becomes apparent that the actual expenses incurred by the Election Administrator will exceed by 20% or more the estimated expenses as set forth in Exhibit C.

## **ARTICLE 7: GENERAL PROVISIONS**

**A. Nontransferable Functions.** The provisions of the TEC shall prevail in any circumstance in which a provision in this Master Interlocal Agreement with respect to the following is in conflict with or inconsistent with a provision of the TEC:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the place at which any function is to be carried out;
3. the officers who conduct the official canvass of the election returns;
4. the authority to serve as custodian of voted ballots or other election records; or
5. any other nontransferable function specified under Section 31.096 of the TEC.

**B. Joint Election.**

1. The Parties acknowledge that other local political subdivisions located wholly or partly within Tom Green County may be holding an election at the same time as the LPS entities that are a party to this Agreement on uniform election dates in May.
2. The Parties to this Master Interlocal Agreement do hereby agree to hold a joint election under Section 271.002 of the Texas Election Code on May 12, 2012, and agree that they expect to hold joint elections on the uniform election days in May for each annual year thereafter, through May of 2022 in all or part of the same territory; and, that they intend to execute with each other and the County the Joint Election Agreements for uniform election dates in May after 2012 consistent with the provisions of this Master Interlocal Agreement for each such election.

3. In the event of such a joint election, the LPS entities do hereby agree to share proportionately in the expense of the compensation of election workers and early voting deputies at such joint election locations, the cost of the voting equipment at such joint locations, and the cost of any other election services in connection with such joint election locations (such as the programming, logic and accuracy testing, and Election Day support from the Election Administrator's office) that cannot be readily attributable to just one local political subdivision, in accordance with the Joint Election Agreements attached hereto and made a part of this contract as Exhibit D.
  4. The Parties acknowledge that a LPS party to this Master Interlocal Agreement may have candidates and/or propositions appearing on the same ballot with those of the County. The Parties further acknowledge, and the County does hereby give its consent, that the entities may use one or more of the same early voting locations and the services of the early voting deputies there and one or more of the same Election Day polling locations and the services of the election workers there. The Election Administrator agrees to charge only once for the compensation paid to the election workers and early voting deputies and the use of voting equipment at a shared polling location, and divide the charges proportionately among the local political subdivisions using the same Early Voting or Election Day polling location.
- C. Cancellation of Election.** If one or more LPS entity cancels its election pursuant to Section 2.053 of the TEC, the Election Administrator shall only be entitled to receive from each such LPS entity: (1) the entity's proportionate share of actual expenses incurred by the Election Administrator before the date of cancellation in connection with the election, and (2) an administrative fee of \$150.00. The Election Administrator shall submit an invoice for such expenses (properly supported as described in **ARTICLE 6**) as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **ARTICLE 6**. The Election Administrator agrees to use reasonable diligence not to incur costs exceeding \$1,000.00, in connection with election preparations until it is known that the election will be held, unless the LPS entities authorizes such major costs in advance in writing. Each of the LPS entities acknowledges that one or more of the other local political subdivisions in Tom Green County, Texas with which it intended to conduct a joint election or share election costs may cancel its election in accordance with Section 2.053 of the TEC. In such event, the remaining LPS entities conducting elections shall remain responsible either for the full cost of the election or for a greater percentage of the cost than it anticipated, in accordance with **ARTICLE 6**.
- D. Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the TEC, the Election Administrator agrees to file copies of this Master Interlocal Agreement with the County Treasurer of Tom Green County, Texas and the County Auditor of Tom Green County, Texas.
- E. Chargeable Election Expenses.** In accordance with Section 31.100 of the TEC, only the actual expenses directly attributable to the Agreement may be charged, including Election Administrator's administrative fee.

**F. Representatives.** For purposes of implementing this Agreement and coordinating activities hereunder, the Election Administrator and each of the LPS entities designate the following individuals for notice or submission of information or documents when required hereunder:

**For Tom Green County, Texas:**

Name: Vona McKerley  
Title: Election Administrator  
Street Address: 113 W. Beauregard  
City & Zip: San Angelo, Texas 76903  
Tel: 325-659-6541  
Fax: 325-657-9226  
Email: [vona.mckerley@co.tom-green.tx.us](mailto:vona.mckerley@co.tom-green.tx.us) or [elections@co.tom-green.tx.us](mailto:elections@co.tom-green.tx.us)

**For the City of San Angelo:**

Name: Alicia Ramirez  
Title: City Clerk  
LPS Name: City of San Angelo  
Street Address: P.O. Box 1751, 72 W. College  
City & Zip: San Angelo, TX 76902  
Tel: 325-657-4405  
Fax: 325-481-2695  
Email: [alicia.ramirez@sanangelotexas.us](mailto:alicia.ramirez@sanangelotexas.us)

**For the Wall Independent School District:**

Name: Walter Holik, Jr.  
Title: Superintendent  
LPS Name: Wall Independent School District  
Street Address: P.O. Box 259, 8065 Loop 570  
City & Zip: Wall, TX 76957  
Tel: 325-651-7790  
Fax: 325-651-5081  
Email: [walter.holik@wallisd.net](mailto:walter.holik@wallisd.net)

**For the Veribest Independent School District:**

Name: Michael E. Steck  
Title: Superintendent  
LPS Name: Veribest Independent School District  
Street Address: P.O. Box 490, 10062 F.M. Hwy. 380  
City & Zip: Veribest, TX. 76886  
Tel: 325.655.4912 (x-102)  
Fax: 325.655.3355  
Email: [michael.steck@veribestisd.net](mailto:michael.steck@veribestisd.net)

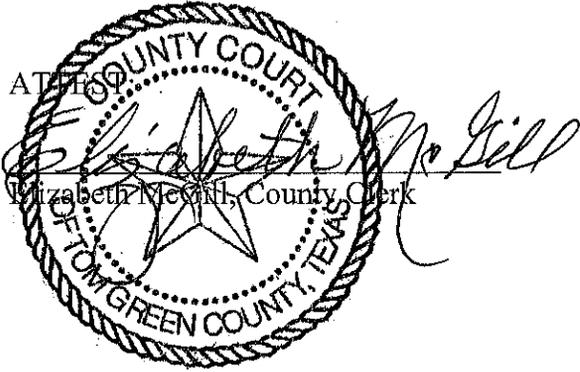
**G. Not a Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or

severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

- H. Sovereign Immunity.** By entering into this Agreement, no Party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.
- I. Status of Employees.** Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The LPS Parties each agree that all persons employed by it to furnish services hereunder are employees, agents or representatives of the respective LPS Party and not of the County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the respective LPS Parties. Such employees, agents or representatives of any one entity to this Master Interlocal Agreement are not entitled to benefits conferred on any other entity's employees.
- J. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.
- K. Amendment.** This Agreement may only be amended by the mutual agreement of the Parties hereto in writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be submitted to the governing body of each of the Parties for their consideration and approval.
- L. Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- M. Force Majeure.** In the event that any Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.
- N. Exclusivity.** This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

[Signature Page to Follow]

WITNESS the following signatures and seals executed in quadruplicate at Tom Green County, Texas on the dates set forth below:



ATTEST:  
Alicia Ramirez  
Alicia Ramirez, City Clerk

TOM GREEN COUNTY:  
Michael D. Brown  
Michael D. Brown, County Judge, acting in his official capacity and not individually  
Date: February 28, 2012

Tom Green County Election Administrator  
Vona McKerley  
Vona McKerley  
Date: 3-14-12

CITY OF SAN ANGELO:  
Harold Dominguez  
Harold Dominguez, City Manager  
Date: 3/9/12

ATTEST:  
Trish Bauerlein  
Trish Bauerlein, Secretary

VERIBEST INDEPENDENT SCHOOL DISTRICT:  
Dalena Freeman  
Dalena Freeman, President Board of Trustees  
Date: 2-28-12

ATTEST:  
Michael Hoelscher  
Michael Hoelscher, Secretary

WALL INDEPENDENT SCHOOL DISTRICT:  
Erwin Schwartz, Jr.  
Erwin Schwartz, Jr., President Board of Trustees  
Date: 2-29-12