

ELECTION SERVICES CONTRACT

This Agreement is entered into between **GOLIAD COUNTY ("County")** for and on behalf of the ELECTIONS ADMINISTRATOR, hereinafter referred to as Administrator; the **GOLIAD INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as **GISD**; the **CITY OF GOLIAD**, hereinafter referred to as **City**, acting by and through its City Council.

The **County, City and GISD (the entities)** are entering into this Agreement to secure election services from the Administrator for a joint election to be conducted by the entities on **May 7, 2022**, and in connection therewith do hereby agree as follows:

- I. ADMINISTRATOR RESPONSIBILITIES. Nothing in this Agreement is intended to limit the discretion of the Administrator in the execution of her duties. It is for the Administrator, in the exercise of reasonable discretion, to determine how the efforts of her office should be allocated throughout the County. The Administrator shall be responsible for providing minimally the following services and coordinating with the entities to assure the election is held in compliance with applicable law:
 - a. Procuring, allocating, and distributing all election supplies, including coordination of ballot printing;
 - b. Arranging and selecting individuals for election officers and personnel necessary to conduct the joint election on **May 7, 2022**, including personnel to conduct the verification count after the election; and provide appropriate training for all officers and personnel;
 - c. As the Early Voting Clerk for the joint election, making arrangements for locations and clerks, providing modems and terminals if requested, and conducting early voting by mail;
 - d. Assemble and edit lists of eligible registered voters to be used in conducting the election, in conformity with the **County, City, and GISD** boundaries, as appropriate and election precincts established for the election.
 - e. Procure, prepare, test and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to precinct judges.
 - f. Supervise the conduct of early voting and supply personnel to serve as deputy early voting clerks;
 - g. Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the **County, City, and GISD** who are responsible for holding the election;

- h. Keeping the Administrator's office open on election day from 7 a.m. until all work is completed and providing assistance to election workers and the public on election day;
- i. Tabulate the ballots and provide the **County, City, and GISD** the results of the election.
- j Perform other incidental related services as may be necessary to effectuate the election;
- k. Remit to the **County, City, and GISD** a detailed listing of expenses incurred to conduct the election for payment within the time period set forth in Article 4 (Cost of Services)
- l. Serving as agent to the Custodians of election records for the purpose of securing storing voted ballots.

2. ENTITY RESPONSIBILITIES. The entities shall be responsible for the following actions:

- a. Prepare and adopt all orders and resolutions necessary to conduct the election for the particular entity;
- b. Prepare and publish all required election notices;
- c. Deliver to the Administrator as soon as possible, but not later than legally required before the election, the ballot language including the list of candidates, as well as any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used;
- d. Provide the services necessary to translate any election document for the **County, City, and GISD** election into Spanish;
- e. Authorizing the number of ballots to be ordered for election day and early voting;
- f. Paying election workers and polling place expenses, including furniture rental, if any, as billed to the entities by the Administrator;
- g. Paying Goliad County an administrative fee not to exceed ten percent (10%) of the actual cost of the election, as billed to the entities by the Administrator;
- h. Paying any additional costs incurred by the Administrator if a recount for said election is required, or the election is contested in any manner;
- i. Through this Agreement, the entities accepts the names of Election Judges and

Alternates as provided by the Administrator and agrees to the polling places designated for early voting and Election Day as suggested by the Administrator.

- j. This Agreement appoints the Administrator as Early Voting Clerk for the election and manager of the Counting Station, and forwarding any ballot by mail applications to Administrator;
- k. This agreement appoints the Administrator as agent to Custodians of Election Records for the joint election;
- l. Paying any overtime and I.T. costs directly to employees of the County, as billed to the entities by the Administrator;
- m. Paying the costs of the joint election within 30 days of the date on which **City** and **GISD** receives the statement of costs from Administrator; and
- n. Providing any technical assistance requested by the Administrator.

3. **ADMINISTRATION.** The Administrator shall be responsible for administering this Agreement and coordinating with the **County, City, and GISD** to assure the election is held in compliance with the Texas Election Code and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person for and representative for the Elections Office is the Administrator, or her designee, and the contact person and representative for each of the entities shall be noted below.

In connection with the performance of this Agreement, neither Goliad County nor the Administrator shall be liable to third parties for any default of the entities in connection with the holding of the joint election, including the failure by the entities to pay any expenses hereunder, nor shall the entities or their contact person and representative be liable to third parties for any default of the Administrator in connection with the holding of the joint election.

4. **COST OF SERVICE.** The participating entities, including the **County, City, and GISD**, agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to the formula which is based on the cost per polling place. Costs for polling places shared by all political subdivision, and shall be divided equally among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on election date shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all locations will be divided by all political subdivisions holding elections on **May 7, 2022**. Cost will be based on registered voters.

5. **WITHDRAWAL OR CANCELLATION.** The entities that are party to this Agreement may withdraw from this Agreement and the joint election should it cancel its election in accordance with the Texas Election Code, or should it later be ruled that the election is not needed. All entities are otherwise fully liable for any expense incurred by Goliad County on behalf of the entity.

6. **RECORDS OF THE ELECTION.** The Administrator is appointed general custodian of the voted ballots and all records of the joint election as authorized by Section 271.010, Texas Election Code.

Access to the election records shall be available to each entity's authority as well as 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 County Elections Administrator or an alternative facility used for storage of county records. The County's Election 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, Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Election's Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each entity to bring to the attention of the Administrator any notice of a pending election contest, investigation, litigation, or open records request which may be filed with the participating entity.

7. **MISCELLANEOUS PROVISIONS.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the **County**, the **City**, the **GISD** or the **Administrator** or to create any legal rights or claims on behalf of any third party. Neither the **County**, the **City**, the **GISD** nor the **Administrator** waive any defenses whatsoever, including but not limited to, governmental immunity.

a. This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder are performable in Goliad County, Texas.

b. In case any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereto, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

c. No amendment, modifications, or alteration of the term hereof shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties hereof.

d. In the event legal action is filed contesting one of the entity's elections under Title 14 of the Texas Election Code, such entity shall choose and provide, at its own expense, legal counsel for such entity.

e. 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.

f. The waiver by any party to a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other entity or any subsequent breach.

This Agreement is effective on the 14th day of March, 2022.

Bryan Anderson

President, Goliad ISD School Board

ATTEST:

[Signature]

Secretary, Goliad ISD

Brenda L. Moses

Mayor, City of Goliad

ATTEST:

P.P. [Signature]

City Secretary, City of Goliad

[Signature]

County Judge, Goliad County

ATTEST:

Mary Ellen Flores

County Clerk, Goliad County

Norma Yedison

Goliad County Elections Administrator

