

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; Edwards Aquifer Authority (“EAA”); Alamo Community College District (“ACCD”); Alamo Heights Independent School District (“AHISD”); Comal Independent School District (“CSD”); East Central Independent School District (“ECISD”); North East Independent School District (“NEISD”); San Antonio Independent School District (“SAISD”); Somerset Independent School District (“SISD”); South San Antonio Independent School District (“SSISD”); Southside Independent School District (“SSISD”); Southwest Independent School District (“NEISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of China Grove (“COCG”); the City of Converse (“COC”); the City of Elmendorf (“COE”); the City of Fair Oaks Ranch (“COFOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Hill Country Village (“COHCV”); the Town of Hollywood Park (“TOHP”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Olmos Park (“COOP”); the City of San Antonio (“COSA”); the City of Schertz (“COSCH”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Terrell Hills (“COTH”); the City of Universal City (“COUC”); the City of Windcrest (“COW”); the Windcrest WD #10 (“WD#10”); the Green Valley Special District (“GVS”); the Trinity Glen-Rose Groundwater District (“TGR”) and the San Antonio MUD #1 (“SAMUD”); and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the November 3, 2020 election.

WHEREAS, EAA will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, ACCD will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, AHISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, CISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, ECISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, NEISD will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, SAISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, SISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, SSISD will conduct a bond election on Tuesday, November 3, 2020; and

WHEREAS, SWISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COAH will conduct a general and bond election on Tuesday, November 3, 2020; and

WHEREAS, COBH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COCH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COCG will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COC will conduct a general and annexation election on Tuesday, November 3, 2020; and

WHEREAS, COE will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COFOR will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, COGF will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COHCV will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, TOHP will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COK will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, COLV will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, COLO will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COOP will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COSA will conduct a special election on Tuesday, November 3, 2020; and

WHEREAS, COSCH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COSP will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COS will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COTH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COUC will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COW will conduct a bond election on Tuesday, November 3, 2020; and

WHEREAS, WD#10 will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, GVS will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, TGR will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, SAMUD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the Vote Centers that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the November 3, 2020 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Tuesday, November 3, 2020 (the "Joint Election") under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the Vote Centers that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary to hold an election safely for Officials and Voters alike due to COVID 19 as appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities. Appropriate notices to the public related to early voting will be provided by the Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Tuesday, November 3, 2020, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile or email transmission, and the receipt of executed counterparts by facsimile or email transmission shall be binding on the Entities. Following a facsimile or email exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2020.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____



**CYNTHIA JAQUA
COMAL COUNTY
ELECTIONS COORDINATOR**

396 N. Seguin Ave. • New Braunfels • Texas • 78130
(830) 221-1352 Fax: (830) 608-2013
e-mail: jaquac@co.comal.tx.us

June 15, 2020

**CITY OF SCHERTZ
CONTRACT FOR ELECTION SERVICES
November 3, 2020 General Election**

This contract for election services made by and between **City of Schertz** hereinafter called ENTITY and **Bobbie Koepf, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their November 3, 2020 General Election. Electronic voting equipment will be used, specifically the Hart DRE'S known as Verity Touch, Verity Access Touch, and Controller.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

1. Bobbie Koepf, Comal County Clerk, shall be designated and agrees to act as the Election Administrator and the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Forward all information to vendor (Hart) for the Coding and Audio files for Verity Touch, Verity Access Touch, and Controller
3. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location 396 N. Seguin, New Braunfels, Texas 78130.
5. Provide training on conducting an election, with Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads for all Early Voting and Election Day workers.

6. Require HART to provide screen shot proofs for ENTITY's approval.
7. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.
8. Prepare and provide adequate election equipment for the election (Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads)
9. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Locations.
10. Provide the Official Registered Voter Lists for City of Schertz (Comal County Voters) for use on Knowink Poll Pad.
11. Deliver all voting equipment (Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads) and election supplies for Early Voting and Election Day to polling locations.
12. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on November 1, 2019.
13. Pick up all voting equipment (Verity Touch and Verity Access Touch) and election supplies for Early Voting and Election Day and return to Comal County Elections Office, 396 N. Seguin Ave., New Braunfels.
14. Ensure Election Judges return specified voting equipment and supplies from Election Day Polling Locations after polls close on November 5, 2019.
15. Recruit election judges and clerks for Early Voting and Election Day.
16. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICER and reimbursed by ENTITY.
17. Issue Writs of Election for election judges and notice of appointments to Presiding and Alternate Judges.
18. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
19. Set up the Central Accumulation Station and appoint personnel to tabulate the results of the Early and Election Day votes; provide Final Unofficial results for Canvass.
20. Provide overall administration and supervision of the election and advisory services.
21. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.

22. Reporting precinct results to the Secretary of State, if required.
23. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about, August 18, 2020, and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment while it is in ENTITY's possession and control.
4. Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code) The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

D. RELATIONSHIP OF THE PARTIES: Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. FORCE MAJEURE: In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, 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. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the _____ day of _____, 2020

RALPH GUTIERREZ
Mayor, City of Schertz

BOBBIE KOEPP
Comal County Clerk

SEE ATTACHED ESTIMATE OF EXPENSES

THE STATE OF TEXAS }
 }
COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Schertz, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as "Elections Administrator".

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, 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 set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

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

I. ADMINISTRATION

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision 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 the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Guadalupe County and 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. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint 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.

II. LEGAL DOCUMENTS

Political Subdivision 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 Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the day before the election, 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 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

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/her of their 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 an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (Election Judge and Alternate Judge - \$12/hour; Clerks-\$10/hour; Early Voting Clerks-\$10/hour) 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. In addition, all workers receive a \$20 flat rate compensation for mandatory training.

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 and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision 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). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision 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 Guadalupe County pursuant to Section 83.052 of the Texas Election Code (\$10.00/hour). Early Voting by personal appearance will be held at the locations, dates, and times determined by Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Elections Administrator 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, may 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 counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

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: Lisa Hayes
Tabulation Supervisor: Missy Doss
Presiding Judge: Lisa Hayes

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision

as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

Voted ballots and all records of the Election will be given to the Political Subdivision to be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Elections Code. However, if the Political Subdivision enters into a Joint Election Agreement with another political subdivision, 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.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision 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 Political Subdivision'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 the District as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

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. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

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

7. 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.

8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

10. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed

whenever such causes are removed or cease. “Force Majeure Event” means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party’s or its applicable infrastructure provider’s facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 20____, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 20____, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:
City of Schertz, Texas:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative