

INTERLOCAL GOVERNMENT AGREEMENT
Joint Election

This agreement is made this ____ day of _____, 2016, by and between Brazos County (“the County”) and the City of Bryan (“the City”).

WHEREAS, Brazos County will conduct a general election on Tuesday, November 8, 2016; and

WHEREAS, the City of Bryan will call for a general municipal election to be held within the city limits of Bryan, Texas, on November 8, 2016; and

WHEREAS, Brazos County and the City of Bryan will hold elections on the same day; and

WHEREAS, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities;

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the County and the City under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be one ballot that contains all appropriate races and propositions available for qualified voters of the two entities.
2. That there shall be one set of voting equipment to be used at the common polling places.
3. That election forms be used and records be maintained in a manner convenient and adequate to record and report the results of the election for the County and the City.
4. That the joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translations of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the Brazos County Elections Administrator. The Brazos County Elections Administrator is hereby designated as the Chief Election Official and Early Voting Clerk for the two entities for the elections to be held on November 8, 2016. The implementation, conduct and management of the election shall include, but not be limited to:
 - A. The securing of qualified individuals to serve as election judges for each polling place, bearing in mind that the Bryan City Charter does not allow election workers related within the third degree by blood or marriage to a Bryan City Councilmember or his/her spouse to be employed or volunteer as election workers.
 - B. The securing of locations and facilities where the election is to be conducted.

- C. The securing of the election materials and supplies requisite to the proper administration of the election, and the programming and preparation of DRE voting equipment to be used in the election.
 - D. The securing of a contract with an independent, qualified contractor for election services and supplies.
 - E. The Brazos County Elections Administrator will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City Secretary serving as Joint Early Voting Clerk.
7. The amount to be paid by the City to the County for services rendered by the County in the November 8, 2016, election is:
- A. Brazos County will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - B. The City of Bryan will reimburse the County for certain costs as follows:
 - 1. One-fifth (1/5) the cost for payment of the early voting election workers.
 - 2. One-fifth (1/5) the cost paid to an independent, qualified contractor for election services and supplies.
 - 3. Each entity shall fund one-third (1/3) the expenses of the election day polling places at vote centers as approved by the Secretary of State's Office.
 - 4. One-fifth (1/5) of the cost of publication for all jointly required notices.
 - 5. The cost of rental of two (2) DRE voting equipment used in the precinct in which the City has items appearing on the ballot for that precinct.
 - 6. One-fifth (1/5) the cost of the Early Ballot Board, Central Counting Station, the tabulation supervisor and data processing manager.
 - 7. Administrative fee of 10% for the City's portion of expenses as allowed in the Texas Election Code.
8. Should any of the five governmental entities that hold elections on the uniform election date (Brazos County, City of Bryan, City of College Station, Bryan ISD, College Station ISD) cancel all or part of their elections, then the distribution of expenses above shall be prorated accordingly.
9. Each entity shall be responsible for any necessary submissions to the U.S. Department of Justice for preclearance under the Federal Voting Rights Act.
10. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties.

11. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED AND AGREED this _____ day of _____, 2016.

BRAZOS COUNTY

Karen McQueen, County Clerk

CITY OF BRYAN

Jason P. Bienski, Mayor

Janis Hampton, City Attorney

Attest:

Mary Lynne Stratta, City Secretary