



**November 5, 2024
General Joint Election
Contract for Election Services**

Henderson ISD



November 5, 2024 General Joint Election

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THE STATE OF TEXAS
RUSK COUNTY

CONTRACT FOR
ELECTION SERVICES

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HENDERSON ISD

BY THE TERMS OF THIS CONTRACT made and entered into by and between the HENDERSON ISD hereinafter referred to as "Participating Political Subdivisions" and SHANNON BROWN, Elections Administrator of Rusk County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 5, 2024 General Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange training and compensation of all election judges, alternate judges, clerks, and the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notifying each Election Day and early voting election judge and alternate judge of his or her appointment. The presiding election judge of each polling place will use his/her discretion to determine when additional workers are required.

b. Election judges, alternate judges, and clerks shall all attend the Contracting Officer's training course(s). (Date and location to be determined)

c. Election judges shall be responsible for picking up election supplies from and returning supplies to the Contracting Officer.

d. The Contracting Officer shall compensate each election judge and election worker. Each worker that attends training class shall receive up to 2 hours of pay per election. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)



- B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and all election supplies.
 - a. The Contracting Officer shall prepare, program, and test the electronic voting equipment required for early voting and Election Day.
 - b. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The Contracting Officer shall secure all tables required to hold an election.
 - d. The Contracting Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Electronic pollbooks shall be used to qualify voters for the early voting period and on Election Day.
 - e. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
- C. The Contracting Officer, Shannon Brown, shall be appointed the Early Voting Clerk by the "Participating Political Subdivisions."
 - a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Dates and locations for Early Voting by personal appearance for the "Participating Political Subdivisions" are attached in Exhibit "A" and incorporated by reference into this contract.
 - c. All applications for an Early Voting mail ballot shall be received



and processed by the Rusk County Elections Administration Office.

1. Application for mail ballots erroneously mailed to the "Participating Political Subdivisions" shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.
2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Rusk County Elections - PO Box 668, Henderson, Texas 75653

Or faxed to (903)-657-0319

Or email a scanned copy of signed application to sbrown@ruskcountytexas.gov

(If faxed or emailed: mail original within 4 days)

Application for ballot by mail must be received no later than close of business on Friday, October 25, 2024

3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b).

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The Election Day polling locations are attached in Exhibit "B" and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and overseeing the tabulation of the early voting and Election Day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.



- a. The Contracting Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system shall be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. Contracting Officer will publish required notice in local newspaper (Henderson Daily News) of time and place as required by the election code.
- c. Election night reports will be available to the "Participating Political Subdivisions" at 7 P.M. on election night on the Rusk County website (www.co.rusk.tx.us). Any provisional ballots shall be tabulated after election night in accordance with law.
- d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report shall be sent to the "Participating Political Subdivisions" for their canvass.
- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code.

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The "Participating Political Subdivisions" shall assume the following responsibilities:

- A. The "Participating Political Subdivisions" shall prepare the election orders, resolutions, notices, official canvass, and other pertinent documents for adoption by the appropriate office or body. The "Participating Political Subdivisions" shall handle the candidate filing process and packets that are required by law. The "Participating Political Subdivisions" assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.



- B. The "Participating Political Subdivisions" shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible, if any changes have occurred since the last election the county has held for your entity.
- C. The "Participating Political Subdivisions" shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format (e.g. Word.doc)
 - a. The "Participating Political Subdivisions" shall deliver to the Contracting Officer after ordering the election, any proposition wording in English and Spanish. Candidate names shall be given after the drawing. **Required information shall be received no later than Friday, August 30, 2024**
 - b. The "Participating Political Subdivisions" shall comply with all deadlines set by the office of the Secretary of State and the vendor responsible for ballot printing and programming.
 - c. The "Participating Political Subdivisions" shall approve the ballot format prior to printing.
- D. The "Participating Political Subdivisions" shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code.
- E. The "Participating Political Subdivisions" shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and rates shown on Exhibit "C" for required services.



- F. The "Participating Political Subdivisions" shall submit this signed contract and pay the Contracting Officer a deposit of 75% of the estimated cost to run the said election prior to the start of early voting. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The deposit and signed contract shall be delivered within the mandatory time frame to:

**Rusk County Elections
Attn. Shannon Brown
PO Box 668
Henderson, Texas 75653**

Made payable to: "Rusk County Elections" with the note "for election services" included with check documentation.

- G. The "Participating Political Subdivisions" shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date final billing is received.

III. COST OF SERVICES. See Exhibit "C"

- A. All actual shared cost incurred in the conduct of the election will be divided by the "Participating Political Subdivisions" contracting with the Contracting Officer to hold the said election. If one of the "Participating Political Subdivisions" cancels their election, the full cost of the election will be the responsibility of the remaining "Participating Political Subdivisions".
- B. If a Runoff Election is required, additional cost shall be billed to the "Participating Political Subdivisions".



IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the November 5, 2024 General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. The "Participating Political Subdivision" hereby agrees to indemnify and hold harmless the Contracting Officer; including all officers, officials, and employees from and against any loss, including claims, demands, and causes of action and which loss, claim, demand, or cause of action resulted from the performance or non-performance of the "Participating Political Subdivision" pursuant to the terms of this agreement.
- C. If a "Participating Political Subdivision" cancels their election pursuant to the Texas Election Code, the Contracting Officer shall be notified in writing as soon as "Participating Political Subdivision" has approved it in council meeting. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the November 5, 2024 General Election.



WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2024.

Shannon Brown
Elections Administrator
Rusk County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2024

By: _____
Henderson ISD Printed Name and Title



Exhibit “A”

**General Joint Election
November 5, 2024
Early Voting**

Henderson Early Voting Location:

Rusk County Elections Office
204 N. Main Street
Henderson, TX 75652



October 21st thru Nov. 1st

Monday 21 st	8am to 5pm	Monday 28 th	7am to 7pm
Tuesday 22 nd	8am to 5pm	Tuesday 29 th	7am to 7pm
Wednesday 23 rd	8am to 5pm	Wednesday 30 th	7am to 7pm
Thursday 24 th	8am to 5pm	Thursday 31 st	7am to 7pm
Friday 25 th	8am to 5pm	Nov. Friday 1 st	7am to 7pm
Saturday 26 th	7am to 7pm		
Sunday 27 th	9am to 3pm		

Kilgore Early Voting Location:

Kilgore Chandler Street Church of Christ
2700 Chandler Street
Kilgore, TX 75662

Monday 21 st	8am to 5pm	Monday 28 th	8am to 5pm
Tuesday 22 nd	8am to 5pm	Tuesday 29 th	8am to 5pm
Wednesday 23 rd	8am to 5pm	Wednesday 30 th	8am to 5pm
Thursday 24 th	8am to 5pm	Thursday 31 st	8am to 5pm
Friday 25 th	8am to 5pm	Nov. Friday 1 st	8am to 5pm
Saturday 26 th	7am to 7pm		
Sunday 27 th	9am to 3pm		



Exhibit “B”

November 5, 2024 General Joint Election

Election Day Polling Locations

OVERTON COMMUNITY CENTER	505 Meadowbrook, Overton, TX
CHANDLER ST. CHURCH OF CHRIST	2700 Chandler St., Kilgore, TX
NEW LONDON COMMUNITY CENTER	125 Tyner St., New London, TX
CENTRE PRESBYTERIAN CHURCH	8531 FM 2011, Longview, TX
STEWART	13606 FM 782 N., Henderson, TX
SHERMAN R. SMITH COMMUNITY CENTER	231 N. Hood St., Tatum, TX
HENDERSON CIVIC CENTER	1005 HWY 64 W., Henderson, TX
MINDEN	CR 317 & FM 1798, Minden, TX
MT. ENTERPRISE COMMUNITY CENTER	300 W 2 nd St., Mt. Enterprise, TX
S. MAIN CHURCH OF CHRIST MULTI. BLDG	402 S Main, Henderson, TX
CARLISLE	2541 HWY 42 S, Price, TX
COUNTY BARN PCT #4	13612 FM 1798 W, Henderson, TX

NOTE: All locations will be open from 7:00 A.M. - 7:00 P.M.



Exhibit "C"

November 5, 2024 General Joint Election

Estimate Sheet

NOTE: A cost estimate shall be provided only after all entities participating in the election are identified.