

HARRISON COUNTY ELECTIONS OFFICE

415 East Burtleson, Marshall Texas 75672 (P.O. Box 8409, Marshall, TX 75671)

Phone 903-935-4822

CONTRACT FOR THE PURPOSE OF CONDUCTING AN ELECTION

This contract is made this ____ day of _____, 2026 between the Harleton Independent School District of Harleton, Texas, hereinafter called THE SCHOOL, acting by and through _____ Superintendent, and Donald Robinette, Elections Administrator of Harrison County, Texas, hereinafter called the CONTRACTING OFFICER, pursuant to Texas Election Code Sec. 31.092 for the conducting and supervision of the:

ELECTION OF SCHOOL BOARD MEMBERS

To be held during the General Election, November 3rd, 2026.

This contract is entered into in consideration of the mutual covenants and agreements hereinafter set out. It is agreed as follows:

1. The Contracting Officer, in connection with holding of said election, shall assume the following responsibilities.
 - a. Appoint or shall be allowed to delegate the positions of Early Voting Clerk, Central Counting Station Manager, Tabulation Supervisor and Assistant Tabulation Supervisor, as provided in Texas Election Code, Section 31.064 and 31.095.
 - b. The Harrison County Elections Office shall take responsibility for processing Early Voting Ballot by Mail requests.
 - c. Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both Early Voting and Election Day.
 - d. Procure, arrange for the programming and distribution of all election equipment. This includes the use of HAVA mandated electronic equipment purchased from HART Inter Civic. The new equipment is the HART VERITY DUO system, allowing for both paper and electronic voting.
 - e. Arrange for the publication of a notice for the date, time and place of the Public Logic and Accuracy Test of the election equipment and oversee said test.
 - f. Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.
 - g. Arrange for the programming and testing materials to be used to test the voting equipment.
 - h. Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will if needed, arrange for the manual validation as required in the Texas Election Code, Section 127.201.
 - i. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services is to be the responsibility of the School.
 - j. Arrange for the programming of the voting system based on the information provided by the School. This information shall include the correct spelling of all candidates' names, the

office sought, order of names on the ballot and the English and Spanish translation of the office. The School shall pay for the cost of such programming.

- k. Provide sufficient time for the School to review the ballot before it is finalized.
 - l. Arrange for the counting of votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.
 - m. Submit precinct by precinct reports to the Texas Secretary of State's office of all election returns for said election. If the election is not a precinct based election, then will submit whatever appropriate records are created to the SOS.
 - n. After completion of the unofficial tabulation of (precinct) results, the Harrison County Elections Office shall distribute the election records to the School, except for those records that must be distributed to the Voter Registrar, in accordance with Section 66.051 of the Texas Election Code. The Harrison County Elections Office is hereby appointed the custodian of ballots cast on the HART Verity Duo voting system consisting of the backup, and preservation of records in accordance with Chapter 66 of the Texas Election Code and other applicable law. The HCEO shall also maintain custody of the records pertaining to the operation of the HART Verity Duo voting system. Said records and election documents will be destroyed after the retention period of 22 months from Election Day, which is mandated by Texas Election Law unless the School notifies the HCEO in writing of their desire to collect said election records and or documents. This written notice must be received by the HCEO no later than five business days before the date to destroy said records and or documents.
 - o. The Contracting Officer shall tabulate the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code, supervise the handling and distribution of election returns, voted ballots, all other paperwork, tabulate unofficial returns, assist in preparing the tabulation for the official canvass and certify the election results for the representatives of the School.
- ii. The SCHOOL, in connection with holding the At Large Seats for School Board Member Election to be held on November 3rd 2026, shall assume the following responsibilities and shall directly bear any attendant costs for the same:
- a. Approve the appointment of the Election Day Judges and Clerks, as well as the Early Voting Ballot Board and Central Counting Station Judges and Clerks to be used in said elections.
 - b. Shall pay for any and all expenses involved with Early Voting Ballot by Mail requests for said elections.
 - c. The use of HCEO Poll pads and MIFI/cellular equipment to qualify voters by personal appearance during Early Voting and on Election Day.
 - d. The use of HCEO Hart Verity Duo voting equipment to process and tally all voted ballots for said elections.
 - e. Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution.
 - f. Posting or publication of election notices.
 - g. The printing costs of any and all related materials for all ballots, whether for Early Voting or for Election Day voting. Also costs of election kits.
 - h. In the event of equipment failure, the School will share in the expense for the necessary personnel for the purpose of hand counting all ballots cast in said election.

Pay an administrative fee not to exceed ten percent of the total amount of the contract to HCEO, said payment to be deposited to the special Election Contracts Fund of Harrison County.

- j. Take all action necessary under law for calling the election, canvassing the returns and declaring the results.
- k. Deliver to the HCEO as soon as possible, but not later than the 45th day before the election, the candidates that are to be printed on the ballot with the exact form, wording, spelling and Spanish translation that is to be used on the official ballot.
- l. Provide the services necessary to translate any election documents into Spanish.
- m. Pay the cost of conducting said elections within thirty days from the date of billing. The cost will be determined by the actual cost schedule submitted with billing.

III. GENERAL CONDITIONS

- a. A total of one Early Voting locations, for the purpose of Early Voting by personal appearance on the School ballot will be used for this election,
Harleton Community Center, October 19-30 weekdays, hours to be 8-5 except for the last two days will be 7-7
A total of one election Day location, Harleton Community Center, Nov. 3, 2026, from 7-7.
- b. The School agrees to save and hold harmless the HCEO Administrator and the Harrison County elections Office from any and all claims made arising out of the failure or omission of the SCHOOL to perform their obligations under this contract.
- c. The HCEO Administrator and HCEO agrees to save and hold harmless the SCHOOL from any and all claims made arising out of the failure or omission of the Administrator or the County Elections Office to perform their obligations under this contract.
- d. Should a lawsuit be filed as a result of this election, The SCHOOL agrees to provide (including the authority to select) and pay the legal fees and any associated costs of a defense by competent legal counsel and representation for the Harrison County Elections Administrator and Harrison County Elections Office personnel. Nothing in this agreement shall be construed as a waiver of any immunity or defense to which the School is entitled under statutory, constitutional or common law.
- e. In the event of a recount, the School agrees to pay any expenses incurred by the Elections Office not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the overtime of any county personnel required to work beyond their regular office hours in order to conduct said recount of this election.
- f. Force Majeure Clause: Unless otherwise agreed in the contract between the parties, where a party fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that the party establishes that (a) It's failure to perform was caused by an impediment beyond its reasonable control and (b) that it could not reasonably have avoided or overcome the effects of the impediment.

The Contracting Officer agrees to charge only once for the use of voting equipment at a shared location. Charges will be divided proportionally based upon the number of voters who turn out to vote at the shared location.

VIII. If one city/school cancels its election pursuant to section 2.053 of the TEC, the other city/school shall not be responsible for any expenses involved with or incurred by the other city/school. If one cancels, the other is still responsible for any and all expenses involved with the holding of their election.

IX. THIS CONTRACT IS MADE AND PERFORMED IN HARRISON COUNTY TEXAS.

Signed this _____ day of _____, 2026

Superintendent _____

Secretary or Board President _____

EA Donald Robinette



Seal of the Harrison County Elections Office, Donald Robinette, Administrator

ESTIMATES OF COSTS TO CONDUCT THIS ELECTION			
		sole	joint
Ballot Production Services		\$500.00	\$250.00
Shipping of Ballot Paper		\$50.00	\$25.00
Configuration and Testing of equipment		\$200.00	\$100.00
Poll book programming and testing		\$200.00	\$100.00
Ballot by Mail, estimate 100 @ \$3.00 each		\$300.00	\$150.00
MNM publishing of notice of Logic and Accuracy Test		\$125.00	\$67.50
MNM publishing of Notice of Election		\$1,000.00	\$500.00
Rental of Electronic Poll Books		\$400.00	\$200.00
Rental of Voting Equipment:			
1 controller, 7 duos, 1 scanner EARLY		\$900.00	\$450.00
1 controller, 7 duos, 1 scanner ELECTION DAY		\$900.00	\$450.00
MIFI cellular connections for poll pad		\$120.00	\$60.00
Transportation of equipment		\$100.00	\$50.00
Early Voting Clerks:			
FOUR at \$12.00 hr, 50 hours week 1		\$2,400.00	\$1,200.00
FOUR at \$12.00 hr, 64 hours week 2		\$3,072.00	\$1,536.00
Election Day Workers:			
FOUR at \$12.00 hr, 15 hours		\$720.00	\$360.00
Early Voting Ballot Board:			
FIVE at \$12.00 hr, 10 hours		\$600.00	\$300.00
Subtotal		\$11,587.00	\$5,798.50
10% Administrative Fee		\$1,158.70	\$579.85
Grand Total		\$12,745.70	\$6,378.35

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(Force Majeure clause: continuation)

This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the event and takes all reasonable steps to minimize damages and resume performance.

One or more of the following impediments would invoke this clause: war, armed conflicts or the serious threat thereof, hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy;

Plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization;

Act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought;

Explosion, fire destruction of machines, equipment and of any kind of installation, prolonger breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event").

g. The Harrison County Elections Office will take the necessary precautions toward protecting the public by means of sanitizing, providing sneeze shields, PPE for workers, and a limited amount of PPE for the public, if CDC guidelines are still in place at the time of the election.

h. The CONTRACTING OFFICER shall keep the original, signed contract onsite at the Elections Office and will file copies of this contract with the Harrison County Treasurer and the Harrison County Auditor. The SCHOOL shall maintain a copy of the contract as its central office.

The Contracting Officer agrees to charge only once for the use of voting equipment at a shared location. Charges will be divided proportionally based upon the number of voters who turn out to vote at the shared location.

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