

**CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY ELECTIONS
ADMINISTRATION AND KELLER INDEPENDENT SCHOOL DISTRICT**

THIS CONTRACT made this _____ day of _____, 2005, by and between _____, acting by and through the Governing Body of Keller I.S.D. hereinafter referred to as "Governing Body", and Robert Parten, Elections Administrator of Tarrant County, Texas, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(a), Texas Election Code, for the conduct and supervision of Early Voting for the Special Election on March 5, 2005.

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) Procure and distribute all necessary early voting election supplies, including:
 - (1) DRE equipment
 - (2) Early voting election supplies
 - (3) Ballots
- (B) DRE system including programming and testing, delivery and set up at each early voting location.
- (C) Supervise and conduct early voting in person beginning February 16, 2005 and ending March 1, 2005. Arrange for the selection and notification of the Deputy Early Voting Clerks to conduct early voting at Keller Educational Center and Summer Glen Library.

Cindy Davis will serve as Early Voting Clerk and Robert Parten, Tarrant County Elections Administrator, will serve as Deputy Early Voting Clerk. Ballot by mail request shall be mailed to Early Voting Clerk, and will be processed by the Governing Body.

- (D) Assist at the Central Counting Station to receive and tabulate the voted ballots at Keller Education Center.
- (E) Conduct a manual count of at least one percent (1%) of the election precincts or in three (3) precincts, whichever is greater, and submit a written report.
- (G) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (H) Provide general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the Governing Body which is responsible for holding the election.
- (I) Prepare the unofficial canvass report and deliver copy to Governing Body as soon as possible, but in no event later than March 11, 2005.

- (J) Prepare compensation of Early Voting Clerks.

DUTIES AND SERVICES OF GOVERNING BODY

The Governing Body shall, at its sole cost and expense, perform the following:

- (A) Prepare appropriate documents in establishing precincts and polling places, election judges, and members of the Early Voting Ballot Board.
- (B) Prepare all election orders, resolutions, notices, and other statutory documents for adoption and for execution by the appropriate officer. Take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results.
- (C) Pay the cost for establishing two phone lines for early voting.
- (D) Prepare and publish in the official newspaper, or post, all required election notices.
- (E) Deliver to the Contracting Officer, the official wording that is to be printed on the ballot with the exact form, order, Spanish translation, and spelling that is to be used. The Governing Body shall approve the final form and wording of the proposed ballot.
- (F) Pay any additional costs incurred by the Contracting Officer if a recount for the election is required, or the election is contested in any manner.
- (G) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes and procedures.

GENERAL CONDITIONS

- (A) Nothing contained in this contract shall authorize or permit a change in : (1) the officer with whom or the place at which any document or record relating to the election is to be filed; (2) the place at which any function is to be carried out; (3) the officers who will prepare the official canvass of the election returns; (4) the officer who will serve as custodian of the voted ballots or other election records; or (5) any other nontransferable functions specified by Section 31.096 of the Texas Election Code.
- (B) The Contracting Officer is the agent of the Governing Body for the purposes of contracting with the third parties, with respect to the election expenses within the scope of the Contracting Officer's duties; and the Contracting Officer is not liable for the Governing Body's failure to pay a claim.
- (C) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Tarrant County, Texas.

PAYMENT FOR SERVICES

- (A) Only the actual expenses directly attributable to the Contract may be charged, plus an administrative fee of 10% of such actual costs. (Section 31.100(b), Texas Election Code)
- (B) As partial payment of the Contract estimate of **\$8,932.00**, the Governing Body shall pay to Tarrant County the sum of **\$6,699.00**, at the time the contract is executed and the election is called.

The balance for such services shall be paid within thirty (30) days from receipt of final billing.

In the event said election is cancelled in accordance with Section 2.052, the Governing Body shall reimburse the county for any expenses incurred as of that date.

WITNESS the following signatures and seal:

BY _____

KELLER INDEPENDENT SCHOOL DISTRICT

BY _____

ROBERT PARTEN, ELECTIONS ADMINISTRATOR
TARRANT COUNTY, TEXAS