

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

THIS CONTRACT made this _____ day of _____, 2006, by and between Cindy Davis, acting by and through the Governing Body of the Keller ISD, hereinafter referred to as "Governing Body", and Gayle Hamilton, Interim 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 the General Election on June 17, 2006.

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.

- (c) Contact the owners or custodians of county-designated polling places or custodian of some other public (or if unavailable, private) building in the election precinct and arrange for its use as a polling place in the election.
- (b) Procure and distribute all necessary election supplies, including:
 - (1) ballots;
 - (2) election kits;
 - (3) early voting equipment; and
 - (4) rental of tables and chairs
- (c) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places, as described in separate Rental Agreement. The voting booths are provided by the County.
- (d) Arrange for the selection, notification, and compensation of the election judges and clerks. Conduct the training and distribute election supplies for election officials.
- (e) Supervise and conduct early voting in person and by mail. Arrange for the selection, notification, and compensation of the Deputy Early Voting Clerks. Branch early voting locations, including days and hours of voting, are established in the Order of Election. Ballot by mail request shall be mailed to the Early Voting Clerk, P. O. Box 961011, Fort Worth, Texas 76161-0011 and will be processed by the Contracting Officer.

Ballots shall be mailed to Early Voting Clerk, P. O. Box 961011, Fort Worth, Texas 76161-0011. Gayle Hamilton will serve as Early Voting Clerk and Cindy Davis, Keller ISD will serve as Deputy Early Voting Clerk. Additional Deputy Early Voting Clerks will be appointed to conduct early voting at Keller Town Hall.

- (f) Assist at the Central Counting Station to receive and tabulate the voted ballots at the Keller Town Hall.

The Central Count/ Ballot Board Judge shall be Jeanne Lyon_.
Additional personnel shall be appointed by the Ballot Board Judge.
- (g) Conduct a manual count of at least one percent (1%) of the election precincts or in three precincts, whichever is greater, and submit a written report.
- (h) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (i) Assist in providing the general overall supervision of the election and provide the 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.
- (j) Prepare the unofficial canvass report and deliver copy to Governing Body as soon as possible.
- (k) Responsible for removing the results from the JBC (Judge's Booth Controller) and providing a report to the Governing Body or designated person.
- (l) Provide a listing of voters on a daily basis that consists only of voters participating in the Keller ISD's General Runoff election.

DUTIES AND SERVICES OF GOVERNING BODY

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

- (a) Prepare appropriate documents for assisting the Contracting Officer in establishing precincts and polling places, election judges, and members of the Early Voting Ballot Board, if necessary. The Central Count/Ballot Board Judge shall be Jeanne Lyon.
- (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) 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.
- (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) Serve as custodian of election records and store election records as provided by law.
- (g) 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.

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 **\$ 12,387.10**, the Governing Body shall pay to Tarrant County the sum of **\$ 9,290.00**, 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 2.52, the Governing Body shall reimburse the county for any expenses incurred as of that date.

WITNESS the following signatures and seal:

BY _____

**CINDY DAVIS, ELECTIONS ADMINISTRATOR
KELLER INDEPENDENT SCHOOL DISTRICT**

BY _____

**GAYLE HAMILTON, INTERIM ELECTIONS ADMINISTRATOR
TARRANT COUNTY, TEXAS**