



**ECTOR COUNTY, TEXAS**  
**MITZI SCHEIBLE**  
ELECTIONS ADMINISTRATOR

February 9, 2012

Brian J. Moersch, Assistant Superintendent for Human Resources  
Ector County ISD  
P.O. Box 3912  
Odessa, Texas 79760

Dear Mr. Moersch,

Enclosed is the newly revised contract between Ector County ISD and the Ector County Elections Office. This contract has been revised by changing the **dates** for upcoming elections for Ector County ISD. The Ector County Elections Office has agreed to hold your uniform elections on the **uneven years on the uniform election date**.

Attached is a copy of approval from the Department of Justice approving the uniform election date to be moved to uneven years.

This is a new revised contract and I have listed the changes below, indicating the different changes to the prior contract.

This contract is an on-going contract and the terms are listed in section G. This contract will commence on April 2<sup>nd</sup>, 2012.

Page 1. First paragraph, last sentence the years in which the "Uniform Election" to be held.

Sec.1.D The rate of pay for the judges and clerks has increased.  
(a.) Judges wages increased from \$7.50 hr. to \$9.50 hr.  
(b) The clerk's wages increased from \$7.00 hr. to \$9.00 hr.

Page 2.

Sec.1. H. Election school(s) increase stipend fee for attending training  
(a.) from \$10.00 hr. to \$15.00 hr.

Page 4.

Sec. L. Logic and Accuracy Testing:

Last sentence of paragraph are requesting the *District* to provide two people to participate in the logic and accuracy test.

Page 6.

Sec. II Payment:

C.1. Billing: first sentence. Invoice to be submitted within 10 days, has been changed to 15 days.

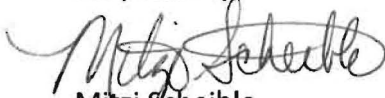
Page 7.

C.2. The fee for each piece of equipment is now \$200.00. The original contract fee was \$150.00. These fees will not exceed \$300.00 per machine. (These fees are for maintenance and repair of equipment as needed).

Page 11. Exhibit "A" under Electronic Voting System Programming and Testing: Increase in wage for Election Day Trouble Shooters. (Trouble Shooters use their on personal vehicles and fuel).  
(a.) \$10.50 hr. to \$15.00 hr.

Please feel free to call if you should have any questions. I respectfully ask that the contract be approved, signed and returned to my office by April 2<sup>nd</sup>, 2012.

Respectfully,



Mitzi Scheible

Ector County Elections Administrator



U.S. Department of Justice

Civil Rights Division

TCH:RSB:JBG:EEK:tst  
DJ 166-012-3  
2011-4676  
2011-4677  
2011-4678

Voting Section - NWB  
950 Pennsylvania Ave, NW  
Washington, DC 20530

JAN 03 2011

December 27, 2011

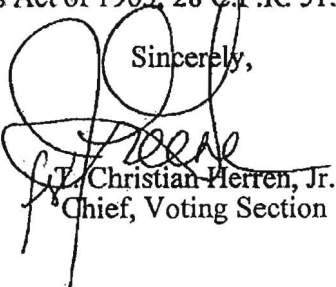
Frances R. Broussard, Esq.  
Arturo G. Michel, Esq.  
Thompson & Horton  
3200 Southwest Freeway, Suite 2000  
Houston, Texas 77027

Dear Messrs. Broussard and Michel:

This refers to the change in the general election date from the May uniform election date in even-numbered years to the May uniform election date in odd-numbered years, one-time extensions in terms of office, and the implementation schedule therefor, for the Ector County Hospital District, the Ector County Independent School District, and the Odessa Junior College District in Ector County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submissions on November 7, 2011; additional information was received on November 16, 2011.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Sincerely,



J. Christian Herren, Jr.  
Chief, Voting Section

CONTRACT FOR ELECTION SERVICES

BETWEEN

ELECTIONS ADMINISTRATOR OF ECTOR COUNTY, TEXAS

AND

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

**THIS CONTRACT** is made and entered into by and between *Ector County Elections Administrator*, the Elections Administrator of Ector County, Texas, hereinafter referred to as “**Elections Administrator**,” and the Local Political Subdivision, *Ector County Independent School District*, hereinafter referred to as “the **District**,” pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and conducting of the *Uniform General Elections*, held in May, of *uneven numbered years*.

**I. RESPONSIBILITIES OF ELECTIONS ADMINISTRATOR.** The *Elections Administrator* shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

**A. Election Order.** The Elections Administrator shall prepare the election order, resolution, and other pertinent election documents for adoption by the appropriate officer or governing body of the *District*.

**B. Department of Justice Preclearance:** In a timely manner, the Elections Administrator shall prepare and submit under the Federal Voting Rights Act of 1965 on behalf of the *District* to the United States Department of Justice all required submissions in connection with the holding of the election including, as applicable, preclearance to change Early Voting or Election Day polling locations from those utilized in the previous election held by the Ector County. Such submission made by the Elections Administrator on behalf of other local political subdivisions with which she has contracted to perform election services for the same election date.

**C. Voting Location:** The *Elections Administrator* will select and arrange for the use of and payment for all voting locations. *The Election Administrator* will provide notice of the locations selected to the *District* for approval. Voting locations will be, whenever possible, the usual voting locations for the precincts. In the event a voting location is not available, the *Elections Administrator* will arrange for the use of an alternate location with the approval of each participating authority. In the event polling locations may be consolidated, the *Elections Administrator* will send a list of locations for approval of the *District*.

**D. Election Judges, Clerks, and Other Election Personnel:** The *Elections Administrator* will be responsible for the appointment of the presiding judge and alternate for each polling location, subject to the approval of each *political subdivision*. In accordance with Section 32.009 of the Texas Election Code, the *Elections Administrator* will send the *District* an updated list of judges and alternates and clerks who will preside on the day of the election. The *Elections Administrator* will send a letter of appointment to each judge and alternate with the dates and time for training and picking up election supplies. Each election judge will receive \$9.50 per hour and each clerk will

\$9.00 per hour (for maximum of 14 hours), the election judge will receive an additional \$15.00 for delivering the ballots and supplies to the central counting station after the polls close, and \$15.00 for attending training. If alternate judge accompanies the judge in delivery of ballots and supplies on election night the delivery fee will be \$7.50 each. Attendance for training sessions will be mandatory for election judges and alternates. The *Elections Administrator* will employ other workers if necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, and ensure the timely delivery of supplies and equipment during the period of early voting and Election Day. Any election fees under this contract may be agreed upon by both parties without having to amend this contract. The *Elections Administrator* will provide 60 days notice of any change in fees to the *District* to be agreed upon by the parties. The current fee schedule is attached as Exhibit "A"

**E. Assistance in Providing Bilingual Clerks:** In compliance with Section 272.009 of the Texas Election Code, the *Elections Administrator* will be responsible for recruiting the required number of bilingual workers; requested by the Department Of Justice. The *Elections Administrator* may ask the *District* for assistance if unable to find the sufficient number of bilingual workers for the election.

**F. Supplies and Printing:** The *Elections Administrator* will arrange for all election machines and election supplies, including, but not limited to ballots, sample ballots, test ballots, signs and other materials used by the election judges at the voting location. The *District* will furnish the *Elections Administrator* with a list of candidates and/or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the office of the *Elections Administrator* as soon as possible after the participating authority has determined ballot positions. The *District* will be responsible for proofreading and approving the ballot. The *Elections Administrator* will be responsible for having the voting hardware and sample ballots and other Election Day supplies ready for each precinct judge to pick up for use on Election Day.

**G. Contracting with Third Parties:** In accordance with Section 31.098 of the Texas Election Code, the *Elections Administrator* is authorized to contract with third persons for elections services and supplies. The cost of such third-person services and supplies will be paid by the *Elections Administrator* and reimbursed to her by the *participating political subdivisions* within 30 days of the election.

**H. Election School (s):** In accordance with Section 32.111 and 125.009 of the Texas Election Code, the *Elections Administrator* shall be responsible for conducting (or for having third parties conduct) one or more, in her discretion, election schools. In the election school the *Elections Administrator* will train the presiding judges, alternate judges, election clerks and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters. The *Elections Administrator* shall determine the date, time, and place for such school(s) and notify the presiding judges, alternates, and clerks of such. The *Elections Administrator* may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. The *District* agrees that the *Elections Administrator* cannot guarantee that the judges, clerks, or deputies will attend an election school. Attendance for training sessions will be mandatory and the judges and alternates will be compensated \$15.00 for attending the training.

**I. Publication and Posting of Election Notice:** The *Elections Administrator* shall be responsible for preparing the required election notice under Section 4.003(a) (1) of the Texas Election Code and having such notice published *once* in an appropriate newspaper and at a competitive price. The *Elections Administrator* shall submit a draft notice to the *District*, to verify the correctness of the information in the notice. The *political subdivisions* shall also be responsible for posting the election notice at their location(s).

**J. Election Supplies:** The *Elections Administrator* shall procure, prepare, and distribute to each presiding judge (or the election worker designated by the presiding judge) for use at the polling location on Election Day (and to the Early Voting clerks during Early Voting), the following consumable election supplies or election kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code); pens, tape, markers, paper clips, seals, sample ballots, white envelopes, file folders, manila envelopes, and thermal paper rolls for use in the Judge's Booth Controllers (JBCs); batteries for use in the JBCs and eSlate booth; tacks, and all consumable type office supplies necessary to hold an election. If necessary, the *Elections Administrator* may purchase additional or make additional copies of election forms, including sample ballots, and poll lists and signature rosters.

**K. Election Equipment:** The *Elections Administrator* will use the Direct Record Electronic (DRE) voting system and the mail ballot system purchased by Ector County, Texas from Hart InterCivic, Inc. ("Hart") for the election. This voting system maybe referred to throughout this contract as "the voting system", "the DRE voting system" or the "the voting equipment; and includes the equipment referred to as "eSlate booth" and "Judge's Booth Controllers" (JBCs). The Early Voting locations and the Election Day polling places will have at least one voting machine that is accessible to disabled voters.

1. The *Elections Administrator* or her designee shall program the ballot for the voting system (as well as for the mail ballots) based on the information provided by the *District* including names of the Candidates, names of the offices sought order of names on the ballot, and the English and Spanish translation of the offices and any propositions.

The *District* shall reimburse the *Elections Administrator* its proportionate share of the cost of such programming. The *Elections Administrator* shall provide a draft for *District* to verify for corrections before it is finalized.

2. The *Elections Administrator* or her designee shall prepare and seal the JBCs and eSlates for Early Voting and Election Day. The JBC and eSlates will be distributed appropriately to the presiding judge or the election worker designated by her and who picks up the election supplies. The JBCs and eSlates along with the election supplies, transport bags, election records, and unused election supplies will be returned to the *Elections Administrator* at the conclusion of the election by the presiding judge or the election worker designated by her.

**L. Logic and Accuracy Testing.** The *Elections Administrator* (along with the tabulation supervisor and the presiding judge of the central counting station) shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The *Elections*

*Administrator* shall also publish any required notice of such testing. The *District* shall reimburse the *Elections Administrator* for their shared cost of such testing and notice.

The *Elections Administrator* asks that the *District* provide two people to participate in the logic and accuracy test.

**M. Early Voting:** In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the *Elections Administrator* will serve as Early Voting Clerk for the election. The *Elections Administrator* shall conduct early voting at her main office, 1010 E. 8<sup>th</sup> St. Odessa, Texas, 79761.

1. The *Elections Administrator* shall supervise and conduct Early Voting by mail and personal appearance and shall hire no more than six workers to serve as Early Voting deputies at the main office.
2. Early Voting by personal appearance for the election shall be conducted during the hour and time period as required by law. The *Elections Administrator* shall ensure that the Early Voting polling location is set up for early voting and has the necessary tables, chairs, and voting equipment.
3. If requested by the *District*, the *Elections Administrator* shall deliver or fax to the *District* the next business day, copies of the roster of early voters from the previous day. The cost of such delivery and faxing shall be reimbursed to the *Elections Administrator* by the *District*.
4. The *Elections Administrator* may receive mail ballot applications on behalf of the *District*. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the *Elections Administrator* or her deputies at the office of the *Elections Administrator*.
5. All Early Voting ballots cast by mail shall be secured and maintained by the *Elections Administrator* and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the central counting station.

**N. Number of Early Ballot Board:** Section 87.001 of the Texas Election Code, mandates that an Early Ballot Board must be established. It is agreed by the *Elections Administrator* and the board shall consist of three members: a presiding judge and two clerks appointed by the presiding judge. With accordance a Central Counting Station must be established at the main office of the *Elections Administrator*, 1010 E. 8<sup>th</sup> St., Odessa, Texas, for counting all ballots.

**O. Counting the Votes:** The *Elections Administrator* shall count the votes in accordance with Chapter 127 of the Texas Election Code. The *Elections Administrator* shall serve as the Central Counting manager and her chief deputy will serve as the tabulation supervisor.

**P. Election Reports:** The *Elections Administrator* shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of early voting precinct results shall be made available to the *District* as soon as they are prepared but no earlier than 7:05pm or the time by which all polling locations close on Election Day at a location to be established by the Representatives listed in **GENERAL PROVISIONS** below.

as they are prepared at a location to be established by the Representatives listed in **GENERAL PROVISIONS** below.

**Q. *Provisional Votes Sec. 15301 (a) of the Texas Election Code:*** The *Elections Administrator* will deliver the provisional voting affidavits to the appropriate voter registrar deputy the next business day after the Election Day so that the voter registrar deputy may provide factual information on the provisional voter status. The *Elections Administrator* will reconvene the Early Ballot Board no later than the seventh day after the date of an election, (Section 65.051) of the Texas Election Code for the purpose of determining the disposition of the provisional votes.

**R. *Determination of Mail Ballots Timely Received:*** The Early Ballot Board will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the *Elections Administrator* will tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulation and submit new unofficial tabulation to the *District*.

**S. *Election Record:*** After completion of the unofficial tabulation of precinct results, the *Elections Administrator* shall distribute the election records to the *District*, except for those records that must be distributed to the Voter Registrar, in accordance with Section 66.051 of the Texas Election Code. The *Elections Administrator* is hereby appointed the custodian, of all voted ballots and DVD backup and shall preserve them in accordance with Chapter 66 of the Texas Election Code, and other applicable law. The *Elections Administrator* shall also maintain custody of the records pertaining to operation of the JBCs and eSlates.

Access to the election records or copies of such records will be available as soon as possible after a request at no cost to the *District*. This information will be made available to the public upon request in accordance with the Texas Public Information Act, Chapter 552, and Government Code, at the *Elections Administrator* Department, 1010 E. 8<sup>th</sup> St. Suite 200, Odessa, Texas, at any time during normal business hours. The *Election Administrator* shall ensure that the records are maintained in an orderly manner so that records are clearly identifiable and retrievable. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provision of Title 6, Subtitle C. Chapters 201 through 205, Texas Local Government Code; including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the *Elections Administrator* shall maintain the records until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the *Elections Administrator* any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a participating authority.

**T. *Recount:***

1. If required by law, the *Elections Administrator* shall have performed a partial count of electronic voting system ballots in accordance with Section 127.201 of the Texas Election Code and a recount in accordance with Section 129.001 of the Texas Election Code. The District, shall reimburse the *Elections Administrator* for the cost of such count and recount.



2. If a recount is required in accordance with Title 13 of the Texas Election Code, the *Elections Administrator* shall conduct such recount and the terms of this contract shall govern such recount. The cost of any such recount is to be reimbursed to the *Elections Administrator*.

**U. Runoff Election:** In the event a runoff election is necessary for any participating authority, the agreement will automatically be extended to each participating authority that states in writing before the third working day after the regular election, that it does not wish to participate in the runoff election. The *Elections Administrator* will provide the participating authority an estimate of the cost of the runoff election. The final election expenses will be determined within 15 days after the election. The County *Elections Administrator* will provide a final accounting in writing of all expenses.

## II. PAYMENT:

**A. Reimbursable Costs and Expenses:** In accordance with Section 31.100(b) of the Texas Election Code, the *political subdivision* shall pay the *Elections Administrator* its proportionate share of the actual expenses she /he incurs directly attributable to the election, including without limitation, the following: supply costs, newspaper notice, publication expenses, wages for Early Voting and Election Day Judges and Clerks, members of Early Voting Ballot Board the Central Counting Station judges and clerks.

Other expenses include the transportation of the voting equipment to and from polling locations to central counting station. Other cost of Election Day; trouble shooters, technical support, tabulation and the production of unofficial reports.

The *District* shall also reimburse the *Elections Administrator*, for any overtime hours; at time and half for the *Elections Administrator staff* for, programming the DRE ballot, and the Logic and Accuracy testing and Election Day services. The *Elections Administrator* will provide 60 days notice of any change in fees to the *District*, to be agreed upon by the parties. The current fee schedule is attached as Exhibit "A".

**B. Administrative Fee:** In accordance with Section 31.100(d), the *Ector County School District* and any other *political subdivision* shall pay the *Elections Administrator*, an administrative fee in the amount of 10% of the total cost, of the contract (but not less than \$75.00) to cover the services performed by the *Elections Administrator* and her staff, other than the programming of the DRE ballot, and the Logic and Accuracy Testing and the Election Day services. This fee is addition to the costs of administrative fee. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff election shall be treated as a separate election. If an increase in fee is approved by the state, the fee may be changed without amending this contract with a 60 day notice to the *District* and the other parties, and with the approval of all parties who have entered into this agreement, without amending this contract.

### C. Billing:

1. Within 15 days, the *Elections Administrator* will submit an itemized invoice to the *District* for actual cost and expensed directly attributable to the coordination, supervision, and conducting of the election and incurred or promised on behalf of the *District*, by the *Elections Administrator's* administrative fee under Section 31.100,(d) of the Texas Election Code, as specified in paragraph 2 section A; cost and expensed for which reimbursement is sought shall be supported by appropriate documentation.

2. Pursuant to Section 123.032 of Election Code permits the *Elections Administrator* to charge up to 10% of the purchase price for each day the equipment is leased as a user fee. For each eSlate, accessible eSlate and JBC placed in service at the polling location and Early Voting polling location, our fee of 6.67% will be charged for each piece of equipment. The fee is \$200.00 for each piece of equipment. The District will pay its proportionate share. **“Note” this fee can be increased but will not exceed \$300.00.** The fees are used to defray the replacement, repair and maintenance of equipment.
3. To the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting a polling location and voting equipment, programming the voting equipment, Logic & Accuracy Testing of the voting equipment, and wages and salaries of election workers, delivery cost as well as election day support will be divided equally among the local political subdivisions using a common polling location.

**D. Payment:** The *Elections Administrator's* invoice(s) shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by other political subdivisions the *District*. If the District disputes any portion of the invoice, the District, shall notify the *Elections Administrator* within 30 day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

### III. GENERAL PROVISIONS:

**A. Nontransferable Functions:** Nothing in this contract shall authorize or permit a change in:

1. The authority 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 conduct the official canvass of the election returns;
4. The authority to serve as custodian of voted ballots or other election records; or any other nontransferable function specified under Section 31.096 of the Texas Election Code.

**B. Joint Elections:**

1. The *Ector County School District* acknowledge that the following *other local political subdivisions* located wholly or partly within *Ector County* will be holding an election at the same time as the *District*, on the **uniform election date of odd years**, beginning May, 2013, unless one or more such local political subdivisions cancels its election in accordance with Section 2.053 of the Texas Election Code: Other political subdivision as listed: ***Ector County Hospital District; and Odessa College District.***

2. The *District*, does hereby agree to hold a *joint election* under Section 271.002 of the Texas Election Code with the other local political subdivision(s) that is (are) also holding an election on *General Uniform Election date in May of each odd-year*, in all or part of the same territory
3. In the event of such a joint election, the *District*, does hereby agree to share equally, in the expense of the compensation of election workers and early voting deputies at such joint elections locations, the cost of the DRE voting equipment at such joint locations, and the cost of any other elections services in connection with such joint election locations (such as the DRE programming, logic and accuracy testing, and Election Day support from the *Elections Administrator* ) that cannot be readily attributable to just one local political subdivision.
4. The parties also acknowledge, and the *District* does hereby give its consent, that the other *local subdivisions* may have candidates and/or propositions appearing on the same ballot with those of the *District*. They also acknowledge, and the *District*, does hereby gives it consent, and that the *local subdivisions*, may use one or more of the same early voting locations and the services of the early voting deputies there and one or more of the same Election Day polling locations and the services of the elections workers there. The *Elections Administrator* agrees that she/he will charge only once for the compensation paid to the workers and early voting deputies and the use of the equipment at a shared polling location, and divide the charges equally among the local political subdivisions using the same Early Voting and/ or Election Day polling location.
5. The parties also agree to be bound by these terms and conditions to Joint Elections for all subsequent elections until such time as this contract is terminated.

**C. Cancellation of Election:** If the *District* cancels its election pursuant to Section. 2.053 Of the Texas Election Code, the *Elections Administrator* shall only be entitled to receive (1) the actual expenses incurred by the Elections Administrator before the date of cancellation in connection with the election, and (2) an administrative fee of \$75.00. The *Elections Administrator* shall submit an invoice for such expenses within 15 days of the cancellation notice. The *Elections Administrator* agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the *District* authorizes such major costs in advance in writing. The *District* acknowledges that one or more of the *local subdivisions* in *Ector County, Texas* with which it intended to conduct a *joint election* or share election costs may cancel its election in accordance with Section 2.053 of the Texas Election Code.

In such event, the *District* will remain responsible for the amount stated in the invoice.

**D. Contract Copies to Treasure and Auditor:** In accordance with Section 31.099 of the Texas Election Code, the *Elections Administrator* agrees to file copies of this contract with the County Clerk, County Treasurer; of Ector County, Texas and the County Auditor of Ector County, Texas.

**E. Chargeable Election Expenses:** In accordance with Section 31.00 of the Texas Election Code, only the actual expenses directly attributable to the contract may be charged, including *Elections Administrator's* administrative fee.

**F. *Representatives:*** For purposes of implementing this contract and coordinating activities hereunder, the *Elections Administrator* and the *District*, designate the following individuals, and whenever the contract requires submission of information or documents or notice to the *Elections Administrator* or the *District*, respectively, submission or notice shall be to these individuals:

**For the Elections Administrator:**

Mitzi Scheible  
Elections Administrator  
Office of Ector County Elections Administrator  
1010 E. 8<sup>th</sup> Street  
Odessa, Texas 79761  
Tel: (432) 498-4030  
Fax: (432) 498-4009  
Email: [scheimk@co.ector.tx.us](mailto:scheimk@co.ector.tx.us)

**For the Ector County School District,**

Tom Pace  
Board President  
Ector County Independent School District  
802 N. Sam Houston  
Odessa, Texas 79761  
Tel:(432) 334-7100  
Fax: (432) 334-7138  
Email:

Neither of these individuals has authority to amend this contract or vary its terms.

**G. Term.** *The Elections Administrator for the district agrees to provide the election services specified under this contract for the District and the District agrees to use such services for all of its elections. This contract shall commence on April 2, 2012; and shall continue until either of the parties provides the other party with written notices of termination. Notice of termination must be delivered on or before July 1 of any year and the termination shall be effective for the next fiscal year starting October 1.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

*“Elections Administrator”*

*Ector County Elections Administrator*

By: \_\_\_\_\_

*Mitzi Scheible, Elections Administrator*

Date: \_\_\_\_\_

*“Board President”*

*Ector County Independent School District*

By \_\_\_\_\_

*Tom Pace, Board President*

Date: \_\_\_\_\_

## EXHIBIT "A"

### *Ector County Elections Administration Department Fee Schedules*

#### **Voting Equipment Rental Rates**

##### Early Voting

JBC (Judge's Booth Controller)	\$200.00 each
DAU eSlate (Disabled Access Unit)	\$200.00 each
eSlate voting units	\$200.00 each

##### Election Day

JBC (Judge's Booth Controller)	\$200.00 each
DAU eSlate (Disabled Access Unit)	\$200.00 each
eSlate voting units	\$200.00 each

Pursuant to Section 123.032 of Election Code states we may charge up to 10% percent of the cost of equipment. The fee above is only 6.67% (\$200.00) of cost per machine (\$3000.00). The charge of equipment may increase but will not be greater than \$300.00 per machine. Due to maintenance and repairs the charge per piece of equipment may increase.

#### **Electronic Voting System Programming and Testing**

##### General Election –

Programming for Early Voting & Election Day	\$2,000.00
Early Voting and Election Day (Two staff members programming, testing and tabulation)	
Run-off	\$1,000.00
IT Support Personnel	\$1,000.00

Election Day Trouble Shooters: They have assigned polling locations and Check locations throughout the day for any problems or in need of assistance. It will be 2 or 3 trouble shooters depending on the number of polling locations. They use their personal car and fuel. \$15.00 per hr. for 12 to 14 hrs.

**Election Packets & Supplies**

Early Voting & Election Day \$35.00 each polling place.

**Election Packets & Supplies (one packet per polling location)**

- Early Voting and Election Day
- Labels
- Reconciliation logs
- Paper for mail ballots
- Paper for Reports
- Distance Markers
- English and Spanish posters (are required by state to post)
- Voter applications
- Statement of residence forms
- Paper for Poll books
- Poll List
- Name Tags
- Pencil and Pens

**Early Voting (conducted by Ector County Elections)**

- Includes computer, printers,
- Phone lines & modems
- Early voting kit (as above)
- Utilities
- Signs \$1,000.00 site
- Early Voting by mail packets \$ 1.50 each

**Miscellaneous Services**

- Copies .10 cents per page
- Early Voting labels .02 cents each
- Notices of Public Test & other Notices actual charges
- Postage actual charges
- Transport voting equipment actual charges
- Phone charges for Election Day actual charges

**Additional Charges are:**

- 10% Administrative Fee
- Election Night Security
- Compensation for all Early & Election Day workers

Compensation for any other personnel if needed  
Overtime pay for Elections Administrator staff  
Misc. fees

### **IMPORTANT NOTES**

- Early Voting equipment will not be used for Election Day voting.
- The fees for contract services do not include personnel.
- An administrative fee of 10% of the actual cost incurred will be added to each contract for general supervision of the election, pursuant to Texas Election Code, Sec. 31.100

### **JOINT ELECTIONS:**

All fees and service will be divided equally and according to number of Polling Location are used for each entity.

*Estimated cost of an election is \$15,000.00 to \$40,000.00 Depending on the type of election being held. County wide elections are normally higher due equipment and personnel.*