

THE STATE OF TEXAS

COUNTY OF HILL

**CONTRACT FOR ELECTION SERVICES BETWEEN THE HILL COUNTY ELECTION
ADMINISTRATION AND THE HILLSBORO I.S.D.**

THIS CONTRACT, made by and between the Hillsboro I.S.D, acting by and through its Board of Trustees, hereinafter referred to as the "The District," and Aaron M. Torres, Elections Administrator of Hill County, Texas, hereinafter referred to as the "Contracting Officer," and by authority of Section 31.092 (a), Texas Election Code for the conduct and supervision of the November 5, 2019 Special Bond Election for:

**“THE ISSUANCE OF \$29,840,000 OF BONDS BY THE HILLSBORO
INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES AND THE
LEVYING OF A TAX IN PAYMENT THEREOF.”**

THIS CONTRACT is subject to the approval of all participating parties and shall be binding on said parties upon written approval.

WITNESSETH:

WHEREAS, the District is holding an election for “THE ISSUANCE OF \$29,840,000 OF BONDS BY THE HILLSBORO INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES AND THE LEVYING OF A TAX IN PAYMENT THEREOF.” (at the expense of the District) on November 5, 2019; and

WHEREAS, the voting precincts of the District which lie within the boundaries of the District, have been established by the Contracting Officer as their voting precincts; and

WHEREAS, the Voting Precincts in the Special Bond Election are the Election Day voting places for the District; and

WHEREAS, the County owns the ES&S iVotronic electronic voting system, which has been duly approved by the Secretary of State, pursuant to the Texas Election Code, (Section 122.031-122.039, Section 122.091); and

WHEREAS, the District desires to use the County’s electronic voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such elections in accordance with the provisions of Section 31.098 of the Texas Election Code; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

In all of the District's voting precincts, the Contracting Officer shall conduct the Districts election in accordance with this contract. The District shall pay a pro-rata share of the voting centers and election judges, alternates and clerks, if applicable, to be used for the election.

II.

ES&S Accessible iVotronic DRE, owned by the County, shall be used for the Districts election.

III.

The District agrees to appoint the Contracting Officer as the Clerk for Early Voting and shall furnish wording on the ballots and Election Order necessary for Early Voting in the election to be held at the expense of the District.

The District agrees that the shared location for Early Voting will be the Hill County Courthouse Basement, located in the Hill County Courthouse at 80 N. Waco St. Hillsboro, TX. 76645.

The above-mentioned wording on the ballot(s) and Election Order(s) shall be delivered to the Elections Administrator upon completion of the ballot drawing for a place on the ballot, prior to the commencement of Early Voting, in the election to be held at the expense of the District. The Contracting Officer/Hill County shall pay a pro-rata share of the Early Voting locations' personnel, at an hourly rate of \$10.00 per hour for Presiding Judges and Alternate Judges and an hourly rate of \$10.00 per hour for Clerks.

The District will forward any requests received for a ballot by mail to the Hill County Elections Administrator for processing.

The Contracting Officer shall provide to the District one (1) copy of the Early Voting report via email on a daily basis and a cumulative final Early Voting report following the election.

IV.

The Contracting Officer shall have the District's sample ballots, printed to cover the District's election, in accordance with Texas Election Code, Section 124.004. In all of the District's voting precincts, which lie within the boundaries of the District, the ballots shall include the official Bond Proposition from the District.

V.

In all instances covered by Article I of this contract, the Contracting Officer shall cause the ES&S iVotronic voting equipment to be delivered to the Election Day voting places and Early Voting places at least one (1) hour before the time set for opening the polls in each voting precinct, pursuant to Texas Election Code, Sections 125.001, 125.004, 125.061, 127.032-.065.

VI.

The District shall pay a pro-rata share, if applicable, for all voting places contemplated by Article I of this contract.

VII.

The District shall pay a pro-rata share, if applicable, for any equipment as deemed necessary and/or desirable for the holding of said election and cause same to be delivered to the voting places of the District.

VIII.

The District shall pay a pro-rata share, if applicable, for the employment and/or use of such personnel as the Contracting Officer deems necessary or desirable to prepare for and conduct Early Voting.

IX.

The District shall pay a pro-rata cost for the employment and/or use of such personnel as the Contracting Officer deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code, Sections 124.066, 127.001-.006, 127.121-122.

X.

The District shall pay a pro-rata share for the Presiding Judges and Clerks in the voting precincts, which lie within the limits of the District, including the cost for the election personnel to attend an election school held by the designated Contracting Officer for the training of Election Day Judges and Alternate Judges pursuant to the Texas Election Code, Sections 32.091 - .093 and 271.013, for their services in connection with the election to be held at the expense of the District.

The Contracting Officer shall appoint the Presiding Judge and Clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code, Sections 87.001 - .025, 87.101, and 87.103. The District shall pay a pro-rata cost for the Presiding Judge and Clerks of the Early Voting Ballot Board.

XI.

The Contracting Officer will provide the preparation of programs and test materials for tabulation of voting equipment and of ballot by mail materials, supervision of handling and disposition of election returns and preparation of the tabulation for the official canvass in accordance with Tex. Elec. Code, Section 31.094.

XII.

The Contracting Officer will provide advisory services in connection with decisions to be made and actions to be taken by the responsible parties of the District.

XIII.

The District shall pay to the County an Administrative Fee of ten (10) percent of the total amount of the contract for administering the election.

XIV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election, and that in the event the election to be held at the District is enjoined or canceled or if for any reason whatsoever the District shall decide not to proceed with the election to be held at the expense of the District or if the date of the election to be held by the respective parties is postponed or otherwise changed, the District shall be obligated to pay the County for the amount specified in Article XIII of this contract, which is agreed to be a fair and reasonable estimate of the costs and expenses incurred, or to be incurred, by the County in making such arrangements and preparations and the loss of damage to be sustained by the County in such event.

XV.

In connection with the performance of this contract, neither Hill County nor the Administrator shall be liable to third parties for any default of the District in connection with the holding of the joint election, including the failure by such entities to pay any expenses hereunder, and such Entities shall not be liable to third parties for any default of the Administrator in connection with the holding of the joint election.

XVI.

Except as herein expressly provided otherwise, each party hereto shall do all things that may be required in connection with the election to be held at its expense. The District shall be responsible for the preparation of election resolutions and other pertinent documents for the adoption or execution by the proper officer of said party, and no party hereto shall have the responsibility or duty in connection with such preparations by any other party thereto. The

Contracting Officer will prepare the Joint Notice of Election and submit the documents to the entities for execution by the proper officers. The District shall likewise be responsible for posting or publication of election notices, and no party hereto shall be responsible for the posting or publication by any other party hereto.

XVII.

It is understood that, to the extent space is available, other cities and political subdivisions may wish to participate in the use of the above-mentioned election equipment and voting places, and it is agreed that the Contracting Officer may contract with such other cities or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the District under this contract.

XVIII.

It is estimated that the District's obligation thereunder shall not exceed four thousand two hundred ninety-five dollars and thirty-eight cents (\$4,295.38) and the District agrees to pay a deposit of fifty (50) percent of said amount to Hill County for an amount two thousand one hundred forty-seven dollars and sixty-nine cents (\$2,147.69) within five (5) days after the District's execution of this contract. The exact amount of the actual cost of the District's obligation, hereunder, shall be calculated after the November 5, 2019 Special Bond Election, and if the amount of the District's obligation exceeds the amount deposited, then, in the event, the District shall pay to Hill County the balance due within thirty (30) days after the receipt of the bill from the Contracting Officer detailing actual costs. However, if the amount of the District's obligation is less than the amount deposited, then and in that event, Hill County shall refund to the District the excess amount paid within thirty (30) days after a final bill detailing the cost of the election has been provided to the District.

In TESTIMONY HEREOF, the contract, is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:

a) It has on the _____ day of _____, 2019 been executed on behalf of Hill County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;

b) It has on the _____ day of _____, 2019 been executed on behalf of the District by its Board of Trustees, pursuant to the authority of the Hillsboro I.S.D. Board of Trustees, so authorizing;

ATTEST:

Hillsboro I.S.D. Board of Trustees

By: _____
Board Member

By: _____
Board Member

By: _____
Board Member

By: _____
Board Member

By: _____
Board Member

By: _____
Board Member

CONTRACTING OFFICER

Aaron M. Torres
Elections Administrator, Hill County