

ELECTION AGREEMENT BETWEEN CHAMBERS COUNTY AND LEE COLLEGE DISTRICT

THE STATE OF TEXAS)(

COUNTY OF CHAMBERS)(

THIS AGREEMENT is made and entered into by and between Lee College District, (Hereinafter referred to as the “School”) and Chambers County a body corporate and politic under the laws of the State of Texas (hereinafter referred to as the “County”).

RECITALS

WHEREAS, the Lee College District has called an election to be held on May 3, 2025; and

WHEREAS, the boundary lines of Precinct 4, 5,11,15 and 16 of the County are within the boundary lines of such voting precincts of the School; and

WHEREAS, the County’s Voting System has been duly approved by the Secretary of State pursuant to Texas Election Code Ann.§122.031-122.039, §122.061, §122.091, as amended and duly approved by the United States Justice Department for use in Chambers County pursuant to the Voting Rights Act of 1965 (hereinafter “Voting System”); and

WHEREAS, the School desires to use the County’s Voting System in its election and agrees to compensate the County for such use and other expenses connected with such election in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

WHEREAS, the County desires to provide certain election services to the School for its election to be held on May 3, 2025; NOW THEREFORE,

TERMS

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

I.

The fair and reasonable compensation for use of the County’s Voting System, equipment, supplies and staff and for other services provided for administration of the election is detailed in the itemized list of estimated election expenses under Exhibit A, attached hereto and by reference made a part hereof. The School agrees to pay all of the costs for the use of the Voting System, poll pad (Voter Registration) equipment, and administrative costs for the May 3, 2025 Election held by the School in Voting Precinct 4, 5,11,15 and 16 in accordance with the terms of this Agreement or pay in accordance to the number of participating entities at the precinct.

II.

The School agrees to furnish the County with ballot language for the May 3, 2025 Election, by Monday, February 24, 2025, for programming. Within one business day of receipt thereof, the School agrees to proofread and approve its ballot. The County will assess the School the actual cost for revising and/or reprint ballots required because of changes made by the School to its ballot during proofreading, other than the correction of simple scrivener’s errors. To ensure the security of the

ballot, the School hereby acknowledges and agrees that it cannot make revisions to its ballot other than during the aforesaid proofreading period. The failure of the School to timely provide its ballot language to the County and/or comply with the proofreading process outlines herein may be deemed by the County to be a cancellation of the Agreement and in that event, the School will be assessed costs as provided in Section VIII of this Agreement below.

III.

The fair and reasonable value of the general overall supervision and advisory services of the County in connection with decisions to be made and actions to be taken by officers of the School is ten percent (10%) of the total amount of the Agreement for the School, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The School agrees to pay the County this ten percent (10%) fee for advisory services shall be deposited in a separate fund in the County treasury, in accordance with Texas Election Code Ann. § 31.100, as amended.

IV.

The County will charge, and the School agrees to pay a minimum cost of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for the May 3, 2025 Election. The County agrees to furnish a final accounting of the May 3, 2025 election. The School agrees to pay the County's invoice for the balance of its May 3, 2025 election expenses within thirty (30) days of receipt of the invoice. Payments, in the name of Chambers County, must be submitted to Heather H. Hawthorne, Chambers County Clerk, Attention: Elections Division, P.O. Box 728, Anahuac, Texas 77514.

Copies of all related invoices, records or documentation used in calculating the total cost of the election will be made available as soon as practicable by the County upon written request to the County at the address above.

V.

In the event the School's May 3, 2025 election is enjoined or canceled, or if for any reason whatsoever the School shall decide not to proceed with its May 3, 2025 election, the School agrees that it shall be responsible for any costs and expenses incurred by the County up to the cancellation date.

VI.

Unless otherwise expressly provided herein, the School agrees to do all things that may be required of it in connection with the May 3, 2025 election. The School is responsible for the preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer of the School with regard to the May 3, 2025 election, and neither the County nor the School shall have any responsibility or duty in connection with such preparations by the other party hereto.

This instrument contains the entire agreement between the parties for the use of voting equipment and election expenses in connection with the May 3, 2025 election. Any oral or written representations of modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

This Agreement will be executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

EXECUTED on this the _____ day of _____, 2025.

CHAMBERS COUNTY

LEE COLLEGE DISTRICT

JIMMY SYLVIA
Chambers County Judge

DARYL FONTENOT
Chair, Board of Regents

Date: _____

Date: _____

ATTEST:

ATTEST:

HEATHER H. HAWTHORNE
Chambers County Clerk

MARK HIMSEL
Secretary, Board of Regents

EXHIBIT A

2025 Election Equipment Rental Rates
Chambers County Clerk
Heather H. Hawthorne
409-267-2418

Hart Verity System Version 2.5.2/ 2.5.3
Prices based on per location per day

Controller	\$350.00
Touch Duo	\$250.00
Verity Duo Go Mobile Curbside Device	\$150.00
Scanner (Includes secure ballot bag and box)	\$400.00
Programming Hardware (Includes security token, vDrives, and Logic & Accuracy testing supplies)	\$100.00

Knowink Poll Pad
Prices based on per location per day

Poll Pad (ipad with printer)	\$50.00
Supplies (flat fee)	\$500.00
Ballot thermal paper (letter size) (Price subject to change per Hart Intercivic)	\$235.00/ per 1000 sheets
Programming/ County	\$50.00 per hour
Saturday On-Call Technician/ Clerk	\$25.00 per hour
Programming & Audio by Hart	billed by Hart InterCivic
Administration Fee	10% of total invoice