

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This Contract for Election Services and Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among COOKE COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the COOKE COUNTY CLERK’S ELECTION OFFICE and the ERA INDEPENDENT SCHOOL DISTRICT (ERA ISD) a political subdivision of the State of Texas, individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the ERA ISD and the COUNTY each expect to call an election to be held on November 3, 2020; and

WHEREAS, the ERA ISD and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the ERA INDEPENDENT SCHOOL DISTRICT desires that certain election services for the ERA INDEPENDENT SCHOOL DISTRICT election be provided by the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, COOKE COUNTY’S ELECTION DEPARTMENT has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the COUNTY CLERK, VOTER REGISTRAR and the ERA ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 3, 2020 and for certain election services to be provided to the ERA ISD in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the ERA ISD.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the ERA ISD agree to conduct their respective November 3, 2020 elections jointly pursuant to Chapter 271 of the Texas Election Code. COUNTY CLERK is hereby appointed to serve as the ERA ISD Election Officer and Early Voting Clerk to conduct the ERA ISD November 3, 2020 election. As ERA ISD Election Officer and COOKE COUNTY CLERK will coordinate, supervise, and conduct all aspects of administering voting in connection with the ERA ISD November 3, 2020 election in compliance with all applicable law, as provided in Article III hereof.

**ARTICLE III
ELECTION SERVICES**

3.01 COOKE COUNTY CLERK agrees to provide to the ERA ISD the following general election services with respect to the ERA ISD November 3, 2020 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the ERA ISD will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The COUNTY CLERK will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The COUNTY CLERK will provide the ERA ISD with a list for presentation to the governing body of the ERA ISD , containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The COUNTY CLERK will designate and confirm all Election Day polling place locations and present the list to the governing body of the District for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the ERA ISD; Precincts that will include the ERA ISD are Pct. 11, Pct. 12, Pct. 14, Pct. 15, Pct. 19. 1464 Registered Voters.
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Cooke County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the ERA ISD;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of County Clerk, and will, thereafter, transport all election records to the County Clerk. The County Clerk will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and

submit a written report to the ERA ISD in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The County Clerk will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the ERA ISD as soon as possible after the County Clerk has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S DS450 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as “regular early voting clerk” for the ERA ISD to receive requests for applications for early voting ballots to be voted by mail. Applications for early Voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the ERA ISD will be faxed as promptly as possible to the County Clerk for processing. The original application will then be forwarded to the County Clerk for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, County Clerk will forward all election records to the ERA ISD.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 COUNTY CLERK will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The ERA ISD will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the ERA ISD necessary to the conduct of the election;

(B) preparing the text for the ERA ISD official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 20, 2020, providing County Clerk with a copy of a document

showing the propositions/places that are to appear on the official ballot for the ERA ISD;

- (D) conducting the official canvass of the ERA ISD election;
- (E) having a ERA ISD representative serve as the custodian of its election records; and
- (F) filing the ERA ISD annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the ERA ISD designates COOKE COUNTY CLERK to serve as “regular early voting clerk” for the ERA ISD to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the ERA ISD will serve as the Custodian of Records for the ERA ISD to complete those tasks in the Election Code that the Cooke County Clerk will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by COOKE COUNTY CLERK for the ERA ISD hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by COUNTY CLERK, the ERA ISD agrees to pay COOKE COUNTY its pro rata share of performing the services. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit “A”**. The Parties agree that this is an estimate only and that the ERA ISD is obligated to pay the actual expenses of the election as set forth herein. COUNTY CLERK agrees to advise the ERA ISD if it appears that the actual expenses incurred by COOKE COUNTY will exceed by 20% or more the estimated expenses to be paid initially by the COUNTY and reimbursed by the ERA ISD. The ERA ISD shall also pay COOKE COUNTY an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, COUNTY CLERK will submit an itemized invoice to the ERA ISD for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the ERA ISD by COOKE COUNTY, including expenses for supplies in connection with the election, election supplies, wages paid to COUNTY CLERK employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of COUNTY CLERK stock of election supplies shall be supported by COOKE COUNTY certificate about the number of items used and the unit cost therefore according to the vendor’s standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The ERA ISD shall pay COOKE COUNTY'S invoice within 30 days from the date of receipt to: **COOKE COUNTY, Attn: Pam Harrison, County Clerk, 101 S. Dixon St. Room 108, Gainesville, TX 76240.** If the ERA ISD disputes any portion of the invoice, the ERA ISD shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the COUNTY CLERK, if requested in writing by the ERA ISD, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the COOKE COUNTY CLERK may contract with other entities holding elections at the same time as the ERA ISD on November 3, 2020.

8.03 In accordance with Section 31.099 of the Texas Election Code, the COUNTY CLERK agrees to file copies of this contract with the County Judge and the County Auditor of Cooke County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cooke County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

ERA ISD

Secretary
Karen Sprabary
108 Hargrove St.
Era, TX 76238
Tel: (940) 665-5961 Ext. 224
Email: sprabaryk@eraisd.net

COUNTY CLERK:

Pam Harrison
Cooke County Clerk
101 S. Dixon St. Rm 108
Gainesville, TX 76240
Tel: (940) 668-5437
Fax: (940) 668-5522
Email: pam.harrison@co.cooke.tx.us

COUNTY VOTER REGISTRAR:

Brandy Carr
Cooke County Voter Registrar
112 S. Dixon St.
Gainesville, TX 76240
Tel: (940) 668-5595
Fax: (940) 668-5497
Email: brandy.carr@co.cooke.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2020.

COUNTY:

BY: _____

Jason Brinkley
County Judge
Cooke County, Texas

COUNTY CLERK:

BY: _____

Pam Harrison
County Clerk "Early Voting Clerk"
Cooke County, Texas

Executed to be effective the ____ day of _____, 2020.

ERA ISD:

BY: _____

Jeffrey Stevens
Board President
Era ISD Board of Trustees

EXHIBIT "A"

ESTIMATED COST FOR ERA ISD:

COOKE COUNTY REGISTERED VOTERS "26043"

ERA ISD; REGISTERED VOTERS "1464"

COST ESTIMATE 4%

Election Expenses	Amount
Ballot Order 4,100.00 X 4%	\$164.00
Polling Location Cost \$850.00 4%	\$34.00
(1) Early Voting Judge/3 weeks 10 hours per day @ 12.00 per hr	\$1,800.00
(1) Election Day Judge, (1) Alt. Judge and (2) Clerks + Training (5 out of 16 Voting Locations Used)	\$793.00
Programming for Electronic Voting Machines, Pct. Scanner, Tabulator and Election Management System. (ES&S) Estimate	\$800.00
Mail Ballot Env., Processing and Mail Expense (Based on Number of Ballots Mailed. Location Supplies. 4%	\$96.00
SUBTOTAL	\$3,687.00
10% Administrative Fee	\$369.00
TOTAL DUE	\$4,056.00