

COUNTY ELECTION SERVICES CONTRACT

ELECTIONS ADMINISTRATOR

HARRISON COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF HARRISON

THIS AGREEMENT is made and entered into by and between Pam Brock, Harrison County Elections Administrator, hereinafter referred to as "Contracting Officer", and the Political Subdivision of **THE WASKOM INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the **ISD**, and by authority of Section 31.092 of the Texas Election Code for the conducting and supervision of the **WASKOM ISD TRUSTEE ELECTION** to be held **MAY 12, 2012**. **THIS AGREEMENT** is to be a Joint Election between **THE WASKOM I.S.D. AND THE CITY OF WASKOM, TEXAS**. This agreement is entered into in consideration of the mutual covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS:**

1. The Harrison County Elections Administrator, in connection with the holding of said election, shall assume the following responsibilities:
 - (a) Procure and distribute election supplies, including the preparation of election kits and the printing and distribution of ballots for both early and Election Day voting.

- (b) Procure, arrange for the programming and distribution of election equipment; specifically the H.A.V.A. mandated electronic equipment purchased from Hart InterCivic. The DRE and JBC units will be used for Early Voting and for Election Day Voting.
- (c) Publish notice of the date, time and place of the public testing of the election equipment, and conduct said test.
- (d) Post notice of the date, time and place of a school of instruction for election judges and clerks, and conduct said school of instruction.
- (e) Arrange for the programming and testing materials to test the electronic voting equipment.
- (f) Supervise the handling and distribution of electronic election returns and assist in preparing the tabulation for the official canvass. Conduct manual validation as required in the election code, Section 127.201.
- (g) The Contracting Officer shall, if called upon to do so, assist the **ISD'S** attorney in preparing and submitting to the U.S. Department of Justice, all required submissions in connection with the holding of said election.
- (h) In accordance with Sec. 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services is to be shared by the joint contracting entities hereinafter listed.

(i) The Contracting Officer shall arrange for the programming of the ballot for the voting system based on the information provided by THE ISD, including the correct spelling of candidates, names of offices sought, order of names on the ballot, and the English and Spanish translation of the offices and any propositions. The ISD shall pay for the cost of such programming. The Contracting Officer shall provide sufficient time to the ISD to review the ballot before it is finalized.

(j) The Contracting Officer shall count the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.

(k) The Contracting Officer shall submit precinct-by-precinct reports to the Secretary of State of all election returns in this election.

(l) After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the ISD Secretary, except for those records that must be distributed to the Voter Registrar, in accordance with Sec. 66.051 of the Texas Election Code. The Contracting officer is hereby appointed the custodian of ballots cast on the DRE voting system consisting of the DVD back up, and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBC's and the eSlates.

- II. **THE ISD**, in connection with holding the **TRUSTEE** election on **MAY 12, 2012** shall assume the following responsibilities and shall directly bear any attendant costs for the same:
- (a) Approve the appointment of the Election Day Presiding and Alternate Judges to be used in this joint election and share in the compensation of said judges and clerks.
 - (b) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer or body.
 - (c) Posting or publication of election notices.
 - (d) The printing costs of any and all related materials for all ballots, Election Day and Early Voting ballots, and all election materials for election kits involved in the **ISD'S** election.
 - (e) Will provide the necessary personnel needed for the purpose of hand counting all paper ballots used in this election.
 - (f) **The ISD** will provide the Early Voting and the Election Day returns obtained from the hand count of all paper ballots to the Contracting Officer for the purpose of precinct by precinct reporting to the Secretary of State's Office.
 - (g) Pay an administrative fee not to exceed ten percent of the total amount of the contract to the Contracting Officer. Said payment to be deposited into the Election Contract Fund of Harrison County.

- (h) Take all action necessary under law for calling the election, approving the presiding and alternate judges, canvassing the returns and declaring the results.
- (i) Deliver to the Contracting Officer as soon as possible, but not later than the 45th day before the election, the propositions, issues and/or candidates' names that are to be printed on the ballot with the exact form, wording, spelling, Spanish translation and order that is to be used on the official ballot. If delivered later than March 28, 2012, there will be an additional \$ 600.00 charge for programming.
- (j) Provide the services necessary to translate any election documents into Spanish.
- (k) Pay the cost for the ISD'S portion of Ballot by Mail supplies and postage.
- (l) Pay the cost of conducting said election within thirty (30) days from the date of billing; the cost will be determined by the actual cost schedule submitted with billing.
- (m) The ISD is to share in the expenses involved with this Joint Election in accordance with the attached estimated cost schedule which is mutually agreed upon.
- (n) Establish and arrange for the use of Election Day and Early Voting polling locations.

III. General Conditions:

- (a) A total of 1 Election Day Voting Location plus 1 Early Voting location for the purpose of early voting by personal appearance will be used in this election.
- (b) The **ISD** agrees to save and hold harmless the County Elections Administrator and the County Elections Department of Harrison County, Texas, from any and all claims made that arise out of the failure or omission of the **ISD** to perform their obligations under this contract.
- (c) The County Elections Administrator and the County Elections Department of Harrison County, Texas agrees to save and hold harmless the **ISD** from any and all claims made arising out of the failure or omission of the County Elections Administrator or the County Elections Department of Harrison County, Texas to perform their obligations under this contract.
- (d) Should a lawsuit be filed as a result of this election, the **ISD** agrees to provide competent legal counsel and representation for the Harrison County Elections Administrator and her staff, covering any and all legal fees and cost.
- (e) In the event of a recount, the **ISD** agrees to pay any expenses incurred by the Elections Office which are not covered by the charges assessed to that person requesting the recount. This would include, but not be limited to, the salaries of any Harrison County Election personnel

required to work beyond regular office hours, in order to conduct said recount of this election.

- (f) The **WASKOM ISD**, shall take the responsibility of conducting and over-seeing the Early Voting, including Ballot by Mail in this Joint Election.

- IV. **THE CONTRACTING OFFICER** shall file copies of this contract with the County Treasurer and the County Auditor of Harrison County, Texas, and the **ISD** shall maintain a copy of the contract at its central office.
- V. Damage to County's voting equipment: The **ISD** recognizes and acknowledges that the joint contracting entities are responsible for any actual expenses for repairs and/or replacement for any damage or loss of equipment that occurs while the County's voting equipment is on site for this election and not covered under the Vendor's warranty.
- VI. The **ISD** acknowledges that the following local political subdivisions located wholly or partly within Harrison County will be holding an election at the same time as the **ISD** on **MAY 12, 2012**, unless one or more of such local political subdivisions cancels its election in accordance with Section 2.053 of the Texas Election Code:

THE CITY OF WASKOM

The **ISD** does hereby agree to hold a Joint Election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) listed above that is (are) also holding an election on **MAY 12, 2012** in all or part of the same territory and to execute with such other local political subdivision (s) a Joint Election Agreement.

In the event of such a Joint Election, the **ISD** does hereby agree to share in the expenses common to both contracting parties. It is also agreed upon that the **ISD** gives its consent to the use of the same early voting location and the services of the same early voting deputies there. It is agreed upon that the **ISD** gives its consent to the use of one (or more) of the same Election Day polling locations and the services of the election workers there. The Contracting Officer agrees that she/he will charge only once for the use of voting equipment at a shared polling location and will divide the charges equally among the local political subdivisions using the same polling locations.

VII. If the **ISD** cancels its election pursuant to Section 2.053 of the Texas Election Code, the **ISD** shall not be responsible for any expenses involved with or incurred by the other local political subdivision involved in this Joint Election Agreement. Should **THE CITY OF WASKOM** cancel its election, **THE I.S.D.** acknowledges that it will be totally responsible for any and all expenses involved with the holding of this election.

VIII. THIS CONTRACT is made and performed in Harrison County,
Texas.

Signed and executed this the _____ day of _____, 2012.

Contracting Entity

Representative for Contracting Entity



Pam Brock
Elections Administrator
Harrison County, Texas

Seal

WASKOM I.S.D. - MAY 12, 2012 JOINT ELECTION - HAND COUNT

MODEL COUNTY ELECTION SERVICES CONTRACT

A. STATISTICAL INFORMATION

- 1. Projected voter turnout for contracted election
 - a. General 300 b. Runoff _____
- 2. Number of election day polling places to be used (excluding early voting)
 - a. General 1 b. Runoff _____
- 3. Number of early voting stations
 - a. General 1 b. Runoff _____
- 4. Voting system: ("A" early voting, "E") election day, if different)
 - General: Paper X Pct. Counters _____ DRE X
 - Runoff: Paper _____ Pct. Counters _____ DRE _____
- 5. Number of ballots ordered (including early voting)
 - a. General _____ b. Runoff _____ **ON DEMAND**
- 6. Number of precinct ballot tabulator machines
 - a. E.V. _____ b. E.D. _____ **HAND COUNT**

B. COST OF GENERAL AND RUNOFF ELECTIONS

| | Estimated | Joint |
|--|------------------|------------------|
| 1. Printing costs | | |
| A. General ESTIMATE-300 @\$.32 | \$ 96.00 | \$ 96.00 |
| B. Runoff | \$ _____ | \$ _____ |
| 2. Early voting election kits and postage charges B.B.M. | | |
| A. General | \$ _____ | \$ _____ |
| B. Runoff | \$ _____ | \$ _____ |
| 3. Electronic voting system programming and testing | | |
| * A. General | \$ 600.00 | \$ 600.00 |
| B. Audio INCLUDED | \$ _____ | \$ _____ |

11. Precinct election judges and clerks: Estimated Joint
- A. General 4, \$ 8.50 \$ 476.00 \$ 238.00
Number of precinct Election judges & clerks hourly rate
- B. Runoff _____, \$ _____ \$ _____ \$ _____
Number of precinct Election judges & clerks hourly rate
12. Election judges' fee for delivery of supplies after polls close
- A. General 1 X \$ 25.00 \$ 25.00 \$ 12.50
Number of election judges
- B. Runoff _____ X \$ _____ \$ _____ \$ _____
13. Early Voting Ballot Board personnel:
- A. General 3, \$ 8.50 \$ 204.00 \$ 102.00
Number of workers (presiding Judge and clerks) hourly rate
- B. Runoff _____, \$ _____ \$ _____ \$ _____
Number of workers (presiding Judge and clerks) hourly rate
14. Personnel for central counting station: **HAND COUNT**
- A. General
- a. _____, \$ _____ \$ N/A \$ _____
number of workers (presiding judge and clerks) hourly rate
- b. Tabulation Supervisor \$ N/A \$ _____
- c. Assistant Tabulation Supervisors \$ N/A \$ _____
- d. Technical Support Personnel \$ N/A \$ _____
- B. Runoff
- a. _____, \$ _____ \$ _____ \$ _____
number of workers (presiding judge and clerks) hourly rate
- b. Tabulation Supervisor \$ _____ \$ _____
- c. Assistant Tabulation Supervisors \$ _____ \$ _____

15. Personnel for hand count of paper ballots

Estimated Joint

A. General 3 \$ 8.50 \$ 102.00 \$ 51.00
Number of workers hourly rate

B. Runoff _____ \$ _____ \$ _____

16. Misc.

A. On site technical support \$ 200.00 \$ 100.00

B. Tally, canvass reports, S.O.S. reporting \$ N/C \$ _____

17. Miscellaneous early voting costs (itemize)

A. General _____ \$ _____ \$ _____
E.V. SUPPLIES AND TRAINING \$ 125.00 \$ 62.50

B. Runoff _____ \$ _____ \$ _____

18. Miscellaneous election day costs (itemize)

A. General Supervise E.D. \$ N/C \$ _____
Equipment Supervisor \$ 75.00 \$ 37.50
Supplies \$ 50.00 \$ 25.00
Extra Personnel \$ _____ \$ _____

B. Runoff _____ \$ _____ \$ _____

| | Estimated | Joint |
|---|-----------|--------------------|
| 19. Cost of general election (Add General Election costs from lines B1A-B18A) | \$ _____ | \$ <u>1,638.25</u> |
| 20. Cost of runoff election (Add Runoff Election costs from lines B1B-B19B) | \$ _____ | \$ _____ |
| 21. Total cost of general and runoff elections (Add lines B19 and B20) | \$ _____ | \$ _____ |
| 22. County administrative fee (may not exceed 10% of contract amount) | \$ _____ | \$ <u>163.00</u> |
| 23. Total contract amount (Add lines B21 and B22) | \$ _____ | \$ <u>1,801.25</u> |