

ELECTION SERVICES CONTRACT  
between  
HOWARD COUNTY, STATE OF TEXAS  
and  
BIG SPRING INDEPENDENT SCHOOL DISTRICT

This Election Service Contract (the “Agreement”) is by and between Howard County, State of Texas (the “County”) and Big Spring ISD (“BSISD”), collectively referred to as “the Parties”, regarding the conducting and supervision of the BSISD’s Elections to be held continuously from the date of this Agreement, until amended by either party, with the first election to be held the first Saturday, in May 2025.

This AGREEMENT is entered into the consideration of the mutual covenants and agreements as set forth herein.

THE PARTIES AGREE AS FOLLOWS:

A. ADMINISTRATION

1. The Parties appoint the Elections Administrator of Howard County, Texas, Jodi Duck, (“Elections Administrator”), to serve as the elections officer responsible for executing this Agreement and overseeing the completion of the duties and responsibilities as set forth herein.
2. The Elections Administrator agrees to coordinate, supervise, and handle all aspects of administering the election in accordance with the Texas Election Code and as outlined in this Agreement.

B. VOTING LOCATION

1. The County and Elections Administrator agree to perform the duties and responsibilities set forth in this Agreement at the County-Wide vote center polling places.

C. DUTIES & SERVICES OF ELECTIONS ADMINISTRATOR

1. The Elections Administrator shall be responsible for performing the following duties, and shall furnish the following services and equipment, as set forth in this section to conduct the Early Voting and Election Day Voting. The Elections Administrator shall:
  - (a) Contact the owners or custodians of the county designated polling places and arrange for use of the facilities for the use in Early Voting and Election Day Voting to conduct the May City and School Joint Election; and
  - (b) Procure and distribute all necessary election supplies, including:
    - (i) Ballots;
    - (ii) Election kits; and
    - (iii) BSISD’s allotment of ballot boxes and voting booths provided by the county; and
  - (c) Procure all necessary voting machines and equipment, as may be required by law, transport of machines and equipment for use at the polling places; and

- (d) Appoint all Election Judges and Alternate Election Judges, Clerks, Early Voting Ballot Board, and notify the same of the date, time, and place of the election training and arrange for a facility for holding the election training; and
- (e) Arrange for the use of a Central Counting Station and for the tabulating personnel and equipment needed at the counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment; and
- (f) Publish and post all required legal notices, including the Notice of Election; and
- (g) Assist in general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the BSISD who are responsible for holding the election; and
- (h) Prepare an estimate of the cost of the Election, and attach said estimate to this Agreement; and
- (i) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and make said records available to the BSISD representatives; and
- (j) Serve as custodian of election records; and
- (k) Prepare any submission of voting changes it is obligated to submit to the Secretary of State; and
- (l) File copies of this contract with the County Treasurer and the County Auditor of Howard County, Texas; and
- (m) File electronic precinct by precinct returns with the Secretary of State.

#### D. DUTIES OF BSISD

1. The BSISD shall be responsible for performing the following:
  - (a) Preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by its governing body; and
  - (b) Costs shall be paid by the BSISD in accordance with the Texas Election Code §31.100. The BSISD agrees to pay the Elections Administrator 10% of the total amount of the Agreement, with a minimum amount of \$75.00; and
  - (c) The BSISD agrees to pay those employees whose services are required for contractual duties performed outside normal business hours. The BSISD agrees to pay said employees 1 ½ times their regular wage for each hour worked beyond their normal business hours.
  - (d) Pay statement of costs provided by the Election Administrator, with the balance due thirty (30) days within the receipt of the Final Cost Report. If any payment of estimated expenses exceeds the actual expenses, the amount of the difference shall be refunded to the BSISD.

#### E. GENERAL PROVISIONS

1. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the elections is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other elections records, or any other nontransferable functions specified by the Texas Election Code §31.096.
2. The Elections Administrator is the agent of the BSISD for the purposes of contracting with third parties with respect to the election expenses within the scope of the Elections

Administrators duties, and the Elections Administrator is not liable for the BSISD's failure to pay legitimate claims.

3. Only the actual expenses directly attributable to the Contract may be charged including administrative fees, as set forth in the Texas Election Code §31.100(b). The Elections Administrator must submit the actual costs incurred pursuant to this Contract to the BSISD no later than ten (10) days after the final election or the day of Canvass, whichever is the latter.
4. Should the BSISD cancel its election, this Election Services Contract will become void upon notification to the Election's Administrator. If the election is cancelled by the BSISD, any funds paid by the BSISD shall be refunded, less the amount owed for expenses incurred within the scope of the election up to the date of cancellation.

WITNESS the following signature and seal on this \_\_\_\_ day of \_\_\_\_\_, 2025:

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By:

\_\_\_\_\_

President, Board of Trustees

WITNESS the following signature and seal on this \_\_\_\_ day of \_\_\_\_\_, 2025:

HOWARD COUNTY ELECTION OFFICE

By:

\_\_\_\_\_

Jodi Duck  
Howard County Elections Administrator