

CONTRACT FOR ELECTION SERVICES

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

BY THE TERMS OF THIS CONTRACT made and entered into by and between the Denton Independent School District, an independent school district organized and existing pursuant to the laws of the State of Texas, with its principal business office situated at 1307 North Locust Street, Denton, Denton County, Texas, hereinafter referred to as District, and DENTON COUNTY, TEXAS, acting by and through its Elections Administrator hereinafter referred to as the Contracting Officer, pursuant to the authority of Section 31.091, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the Denton Independent School District’s Board of Trustees Election to be held May 9, 2009, in Denton County, Texas.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. ELECTION DAY JUDGES AND WORKERS:

1. The Contracting Officer shall arrange for notification of appointment (including writ of election), training and compensation of the Election Day judge, alternate judge, and the judge of the Central Counting Station if required.
2. The presiding election judge of each polling place will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer shall utilize election judges appointed by District.
3. The Contracting Officer shall compensate each election judge and worker. Each judge and worker shall receive compensation per hour for services rendered based on rates set by Denton County Commissioners Court.

4. Election Judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held May 7, 2009 in the Denton County Administration Building, 401 West Hickory, Denton 76201 at 9:00 a.m.
5. Election judges shall be responsible for picking up and returning election supplies. Compensation for this pickup and return will be \$25.00.

B. ELECTION SUPPLIES: The Contracting Officer shall procure, prepare, and distribute ballots, election kits and election supplies.

1. The Contracting Officer shall secure election kits that include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.
2. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place in lieu of alphabetic by each precinct in each polling place. The Contracting Officer may use the computer database for the list of registered voters during early voting.
3. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - a. Equipment includes the rental of voting machines, transfer cases, voting signs, and directional poles and tote boxes.
 - b. Supplies include ballots, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. EARLY VOTING: The Contracting Officer shall not be responsible for conducting Early Voting for the District. The Contracting Officer agrees applications for mail ballots erroneously mailed to the County shall immediately be faxed to Denton ISD for timely processing. The original application shall then be forwarded to the Denton ISD for proper retention.

D. The Contracting Officer shall arrange for the use of the Election Day polling place.

E. The Contracting Officer shall be responsible for tabulation of the voted ballots in accordance with Section 127.000 of the Election Code. Counting Station Manager shall be the Elections Administrator of Denton County, Texas. The

Tabulation Supervisor and Tabulation Operator shall be provided by the Denton County Elections Administration Office and paid as a contract expense.

1. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the supervision of the Contracting Officer.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted on March 25, 2009 by the Contracting Officer. (This date is subject to change based on receipt of jurisdiction ballot information and programming. If date is changed, you will be notified at least 48 hours prior to test.)
3. The Contracting Officer shall prepare a certification of tabulation and an unofficial canvass reports that will assist the Board with the official canvass.
4. Election night reports will be available to District at the Elections Office on election night.
5. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the District as soon as possible after all returns have been tallied.
6. The City of Denton's City Secretary shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months. Pending no litigation and as prescribed by law, the voted and unused ballots may be shredded or recycled 22 months after the election.
7. District may obtain the list of registered voters from the Elections Administration Office during this retention period. Pending no litigation and if District does not request the lists, the Contracting Officer may destroy them 22 months after the election.
8. The Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

II. DUTIES AND SERVICES OF THE DISTRICT. The District shall assume the following responsibilities and obligations:

- A. District shall prepare the election orders, resolutions, notices, official canvass, appointment of Election Day Judge and Alternate Judge and other pertinent documents for adoption by the appropriate office or body.
- B. District shall publish and post the Notice of the Public Logic and Accuracy Test of the electronic voting system and one press release. As provided in I.E.3. above, the Contracting Officer shall prepare a certification of tabulation and an unofficial canvass reports and provide same to District to assist with the official canvass.
- C. District shall assume responsibility for posting all notices and schedules for Early Voting and Election Day, and for publication of such notices by the proper methods with the proper media.
- D. District shall provide the Contracting Officer with the ballot wording and Spanish interpretation.
- E. District shall deliver to the Contracting Officer as soon as possible, but no later than 9:00am, Friday, March 13, 2009, the official wording in English and Spanish for the District's Board of Trustees Election to be held on May 9, 2009.
- F. District shall approve the "blue line" ballot format prior to the final printing.
- G. District shall prepare and submit to the U.S. Department of Justice under the Federal Voting Rights act of 1965, any required submissions on voting changes.
- H. District shall provide the Contracting Officer with a "final" list of the jurisdictions allowed to vote in this election. This list will be provided to the Contracting Officer no later than March 20, 2009.

III. COSTS FOR SERVICES:

- A. District shall compensate the Contracting Officer for any additional election costs incurred in the process of running this election or for a re-count this election may require to the extent such additional costs are attributable to conducting the District's election as provided herein.

- B. District shall submit with this signed contract a deposit of ninety percent (90%) of the estimated election cost. The contract will not be accepted without this deposit.
- C. District shall pay the cost of conducting the said election, plus the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within thirty (30) days from the date of receiving the final billing from the Contracting Officer.

IV. General Provisions.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom any document or record relating to Denton Independent District's May 9, 2009, Board of Trustees Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the Board.
- C. If the Board cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.
- D. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 9, 2009 Board of Trustees Election.
- E. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Denton County, Texas.

The foregoing Contract for Election Services was offered for approval on motion made by _____, seconded by _____, and after discussion was adopted by the Board of Trustees of the Denton Independent School District at a regularly scheduled meeting called, posted, and held in Denton, Denton County, Texas, on _____, 2009, at which _____ Trustees were present, by the following vote: ____ For, ____ Against, and ____ Abstaining.

DENTON INDEPENDENT SCHOOL DISTRICT

Charles Stafford, President

Board of Trustees

ATTEST:

Mia Price, Secretary

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2009.

DENTON COUNTY, TEXAS

By: _____
Don Alexander
Denton County Elections Administrator
Denton County, Texas