

THE STATE OF TEXAS                   §  
  §  
COUNTY OF YOUNG           §

**CONTRACT FOR ELECTION SERVICES BETWEEN THE YOUNG COUNTY ELECTIONS ADMINISTRATOR’S OFFICE, and GRAHAM INDEPENDENT SCHOOL DISTRICT**

THIS CONTRACT made by and between Young County, Texas, acting by and through Lauren Sullivan, Young County Elections Administrator, hereinafter referred to as “The Elections Administrator”, and Graham Independent School District, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the “Entity” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity’s May 7, 2016 **General Election** for the election of its Board.

***RECITALS***

The Entity is holding a General Election for the purpose of the Entity (at the expense of the Entity) on **May 7, 2016**.

The election precincts of the Entity, which lie within the jurisdictional limits of County (the “County”), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns a direct recording electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County’s electronic voting system in its election and to compensate the County for such use.

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

**I. ADMINISTRATION**

The Young County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant laws, codes, rules and regulations, including, without limitations, those functions set forth in Exhibit A1. The Entity agrees to pay Young County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Young County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election including, without limitation, those functions reserved to the Entity and set forth in Exhibit A2 and any functions which cannot be lawfully delegated to the Young County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however it shall be the responsibility of the Entity to obtain whatever legal opinions it deems necessary, from the Entity’s chosen legal

counsel and at the Entity's sole cost and expense. The Young County Elections Administrator will not provide legal advice to the Entity.

## **II. LEGAL DOCUMENTS**

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code; as well as, the language of the official ballot.

The Entity shall provide a copy of its election order and notice to the Young County Elections Administrator not later than sixty (60) days before the election, as provided for by Section 4.008 of the Texas Election Code.

## **III. VOTING LOCATIONS**

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Young County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution or other official action.

## **IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL**

Young County shall be responsible for the initial selection of the presiding election judges, alternate election judges and election clerks for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges, alternate judges and clerks for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's' election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter (not later than the 15<sup>th</sup> day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him of his appointment, the time and location of distribution of election supplies.

Each Presiding Election Judge and Election Clerk will receive **\$10.00** per hour for a maximum of 12 hrs worked per day in Early Voting and 14 hours worked on Election Day. The Presiding Election Judge or Election Clerk will receive an additional **\$25.00** as flat-rate

compensation for delivering election returns and supplies to the Young County Elections Administrator's Office after the polls close.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Young County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Young County or the Entity.

## **V. SUPPLIES AND PRINTING**

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps and other materials used by the election workers at the Early Voting and Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot. This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing.

## **VI. EARLY VOTING**

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate North Central Texas College, located within the City Limits of Graham as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks, without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days as determined by the Election Administrator. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the Elections Administrator's Office.

The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. The Election Administrator will send an itemized bill within 30 days of the election. The Entity will make payment within 30 days of receiving the bill.

The Elections Administrator's Office will set the dates for early voting to be open for five nine (9) hour days and 2 days of 12-hour Extended Hours. **April 25-29 are 8am-5pm and May 2-3 are 7am-7pm.**

## **VII. EARLY VOTING BALLOT BOARD**

An Early Voting Ballot Board shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Lauren Sullivan, Elections Administrator
Tabulation Supervisor:	Kay Teegarden
Presiding Judge:	Lauren Sullivan, Elections Administrator

The Elections Administrator or his/her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Election Administrator shall be responsible for providing cumulative totals and precinct returns from the election to the Entity, prior to releasing the information to the candidates, press, or general public, by distribution of hard copies at the Central Counting Station or electronic transmittals by facsimile (when so requested).

## **IX. ELECTION RESULTS**

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated, but in no event later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

## **X. ELECTION EXPENSE AND ALLOCATION OF COSTS**

The Entity agrees to reimburse Young County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity further agrees to pay Young County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code. The fee may not be less than \$75.00.

## **XI. TERMINATION**

The Elections Administrator's Office and each contracting Entity each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of the notice. In no case will a contract be terminated less than forty-five (45) days prior to an election.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

## **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall destroy the election records after the required amount as outlined by appropriate election law unless there is reason to hold the records longer.

## **XIV. SPECIAL ELECTIONS**

The Entity understands and agrees that the cost estimates provided within this contract

are for the Entity's general election and that any special election(s) called may increase the cost of the election.

## **XV. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

## **XVI. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act and any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Young County, Texas from any resulting liability, whether civil or criminal.

## **XVII. MISCELLANEOUS PROVISIONS**

(37030) It is understood that to the extent space is available, that other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

(37031) The Elections Administrator shall file copies of this document with the Young County Treasurer and the Young County Auditor in accordance with Section 31.099 of the Texas Elections Code.

(37032) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Young County or the Young County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action.

- (37033) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- (37034) 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 Young County, Texas.
- (37035) In the event 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, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (37036) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- (37037) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- (37038) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

#### **XVIII. COST ESTIMATES AND DEPOSIT OF FUNDS**

After the date of the election and completion of all duties required by the Elections Administrator, the Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill each contracting Entity, as applicable, such sum. Each contracting Entity shall be responsible for paying this amount within thirty (30) days from the date of billing. In the event that the Entity disputes any portion of the charges, fees or costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

**XIX.** Each contracting Entity agrees to jointly hold an election, if necessary, with another contracting Entity such as City, School, Hospital, etc.

**XX.** Each person signing below acknowledges their signature as acting on behalf of the Entity they represent.

**XXI.** If a contracting Entity certifies their election in accordance with §2.051, 2.052, and 2.053 of the Texas Election Code, they may withdraw from this contract by informing the Elections Office in writing.

#### **EXHIBIT A1**

## Functions Delegated to the Young County Elections Administrator

1. Arrange for the notification, including writs of Election, training, and compensation for all presiding judges, alternate judges and clerks.
2. Provide training of all election workers and personnel.
3. Provide training materials for each election worker.
4. The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.
5. Arrange for the use and compensation of polling locations.
6. Pay cost of election judges and clerks: Each election day judge and clerk will receive \$ 10.00 per hour (for a maximum of 14 hours). The election judge or his designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the Elections Administrator's Office after the polls close.
7. Procure, prepare, proof and distribute ballots. Procure, prepare and distribute election judge kits.
8. Prepare the list of registered voters to be used in conducting the election at no cost.
9. Conduct the testing of the electronic tabulation equipment.
10. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
11. Provide at no cost for the storage of election records as provided by law.
12. Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which each contracting Jurisdiction, as applicable, is to reimburse the Elections Office for payment.
13. Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks.
14. All requests for early voting ballots by mail that are received by each contracting Jurisdiction will be transported by the Jurisdiction on the day of receipt to the Elections Office for processing. Persons voting by mail will send their marked ballots to the Elections Office.
15. An Early Voting Ballot Board appointed by the Elections Office will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. Hire and train early voting ballot board central count personnel
16. The Elections Office will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. A contracting Jurisdiction shall pay the amount billed to them by the County within 30 days of receipt of the bill.
17. Set the dates required by Entities to be open for five 9-hour days and two 12-hour days during early voting which will also benefit the other contracting Jurisdictions for hours available for early vote. *April 25-29 8am-5pm, May 2-3 7am-7pm.*
18. The Elections Office will be responsible for delivering and picking up voting equipment.
19. The Elections Office will be responsible for the handling of mail in ballots.
20. The Elections Office will be responsible for tabulating votes.
21. The Elections Office will be responsible for programming ballots.
22. The Elections Office will be responsible for providing phone bank workers (early voting and Election Day).
23. The Elections Office will be responsible for programming and predefining early voting and Election Day equipment.
24. The Elections Office will be responsible for Logic and Accuracy Testing.
25. The Elections Office will be responsible for Public Testing.



26. The Elections Office will be responsible for compiling and mailing writs and orders of the election to the Presiding Judge and Alternate Judge of each precinct.
27. The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted, and will provide a report to each Jurisdiction as soon as possible after all returns have been tabulated either by e-mail or by phone, as agreed by each Jurisdiction. Each Jurisdiction will be responsible for the official canvass of its elections.

**EXHIBIT A2**

Functions Reserved to the Entity.

1. Accept valid applications.
2. Will provide Candidate Names and/or and Measures for ballot.
3. Will provide order of Candidates and/or Measures.
4. Will publish all legal notices and documents that are required by law. Election Office will Publish Notice in Newspaper.
5. Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
6. Posting or publication of election notices.
7. Deliver to the Elections Office as soon as possible, but no later than three (3) days after closing of candidate filing deadline, the official wording for the election that is to be printed on the ballot with the exact form, candidate order, wording and spelling that is to be used.
8. Pay any additional costs incurred by the Elections Office if a recount for the election is required, or the election is contested in any manner by a contracting Jurisdiction as applicable.
9. Provide services as listed in Sec. 31.096 of the Texas Election Code. (Accept applications from candidates).
10. Provide to the Elections Office a copy of the election notices and orders and any Department of Justice submissions.

IN WITNESS WHEREOF, the parties hereto have made and entered into this

agreement this 4th Day of February, 2010.

Lesullivan  
 Lauren Sullivan, Young County Elections Administrator

[Signature] / [Signature]  
 Entity Representative



Estimate of Charges

All charges will be shared between as many entities as have elections.

Pollworkers \$1700

Ballot Production \$1550

Misc Election Charges including Administrative Fee \$1000

This office generally estimates elections to cost between \$2500-5000 per entity. A more accurate estimate can be given at the Board's request after the deadlines for cancelling elections have passed.