

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE POTTER COUNTY ELECTIONS ADMINISTRATOR
AND
INDEPENDENT SCHOOL DISTRICTS
FOR THE MAY 11, 2013 GENERAL / SPECIAL ELECTION

THIS CONTRACT is made and entered into by and between Knoxie Mathes, the Potter County, Texas Elections Administrator, hereinafter referred to as "Contracting Officer," and the Independent School Districts, hereinafter referred to as "the ISD," pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination and supervision of the ISD's MAY 11, 2013 General / Special Election ("the election").

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. Election Notice. The Contracting Officer shall be responsible for having the required election notice under Section 4.003(a) (1) of the Texas Election Code timely published in the newspaper. The ISD shall promptly review for correctness the Election Notice when requested by the Contracting Officer to do so before sending to newspaper.

B. Selection of Presiding Judges, Alternate Judges, and Election Clerks.

1. The Contracting Officer will appoint presiding election judges and alternate judges at its Election Day polling locations, all of which will be qualified voters of such precincts or consolidated precincts. The Contracting Officer will appoint a presiding judge, an alternate judge and four clerks of the central counting station on Election Day. The Contracting Officer shall appoint a presiding judge and two or three clerks for the Early Voting Ballot Board (EVBB). By signing this contract, the ISD hereby approves such selections. The Contracting Officer shall notify the election workers of their selection and shall provide the names and addresses of those selected to the ISD for approval.

2. The Contracting Officer shall provide each presiding judge the names of registered voters in the territory of the ISD who are willing to serve as election clerks at the Election Day polling location from which the presiding judge shall make his or her clerk appointments. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that such presiding judge appoints a bilingual election clerk.

C. Election Training. The Contracting Officer shall be responsible for conducting one or more election schools to train the presiding judges, alternate judges, election clerks, and Early Voting

deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, maintaining order at the polling location, and provisional voting.

D. Election Day Polling Locations. The Election Day polling locations are set forth in Exhibit A. The Contracting Officer shall arrange for the use of the Election Day polling places and shall arrange for the setting up of the polling locations.

E. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to each presiding judge for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following consumable election supplies: election and early voting kits from third-party vendors or the equivalent (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); seals; sample ballots; thermal paper rolls for use in the iVotronic (DRE); and all consumable-type office supplies necessary to hold an election. The Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

F. Registered Voter List. The Contracting Officer shall provide lists of registered voters in the ISD territory required for use on Election Day and for the Early Voting period.

G. Election Equipment.

1. The Contracting Officer shall use the Direct Record Electronic (DRE) voting system purchased by Potter County from Elections Systems and Software (“ES&S”) for the election. This voting system includes the equipment referred to as iVotronic. The Early Voting locations and the Election Day polling locations will have at least one voting machine that is accessible to disabled voters. The Contracting Officer or designee shall prepare the iVotronic for Early Voting and for Election Day. The current version of the system is 9.1.6.2.

2. The Contracting Officer or designee shall prepare the ballot for the voting system (as well as the mail and provisional ballots) based on the information provided by the ISD, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the English and Spanish translation of the offices and any propositions. The Contracting Officer shall also be responsible for conducting all logic and accuracy testing required by law and for publishing the notice of such testing required by law.

H. Early Voting.

1. The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the ISD does hereby appoint her as such. The ISD shall conduct Early Voting at the RISD Administration office, the HISD Administration office and the BISD Administration office. The ISD shall use at least three ISD employees to work each day at each Early Voting location and no more than six. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit B.

2. The Contracting Officer may receive mail ballot applications on behalf of the ISD. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at the Santa Fe Bldg., 900 S Polk St Ste. 407, Amarillo, TX 79101

I. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies, except where such services and supplies will be procured by the ISD as provided in this contract. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed to her by the ISD, or the ISD shall pay such cost directly to the third parties, as agreed by the parties at the time the services and supplies are ordered.

J. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall do Election Night intake preparation and intake of election equipment and records starting at 5:30 pm on Election Day.

3. The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as central counting station manager and shall appoint a tabulation supervisor. By signing this contract, the ISD hereby approves such appointment.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the ISD via email as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day.

L. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer will reconvene the EVBB within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the ISD.

M. Custodian of Election Records. 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 maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the CD backup) 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 tabulator and iVotronic.

N. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The ISD shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the ISD shall discuss how such recount is to be conducted. The ISD shall reimburse the Contracting Officer for the cost of such count which is not included in the estimate set forth in Exhibit C.

O. Department of Justice Preclearance. The Contracting Officer shall submit any required preclearance documents to the United States Department of Justice under the Federal Voting Rights Act of 1965.

II. RESPONSIBILITIES OF THE ISD. The ISD shall perform the following tasks, which are not the responsibility of the Contracting Officer:

A. Applications for Mail Ballots. The ISD shall date stamp and then immediately fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the ISD shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Notice and Canvass. The ISD shall prepare the election order and/or resolutions and submit a copy to the Contracting Officer. The ISD shall also be responsible for timely posting the notice required under Section 4.003(b) of the Texas Election Code in the proper location(s). The Contracting Office will provide a copy of the Notice of Election to the ISD. The ISD is responsible for ensuring that all necessary documents are in both English and Spanish. The ISD shall conduct its canvass using materials provided by the Contracting Officer.

C. Map. The ISD shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format.

D. Ballot Information. By the 55th day before the election, the ISD shall provide the Contracting Officer with the office names, including place designations, the names of the candidates as the names are to appear on the ballot as well as the order in which they are to appear, any propositions on the ballot, and the English and Spanish translations of propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. The ISD shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

E. Precinct Reports to the Texas Secretary of State. The ISD shall prepare and file all required precinct reports with the Texas Secretary of State.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the ISD that there will be from three to six election workers at each Election Day polling location. The workers will consist of the presiding judge, alternate judge, and at least one

election clerk appointed by the presiding judge. The number of clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. Number of Early Voting Ballot Board Members. The Contracting Officer and the ISD agree that the EVBB shall consist of three or four members.

C. Compensation for Election Workers. The Contracting Officer and the ISD agree that election workers will be compensated as follows:

- Presiding judges, alternate judges and election clerks: \$9.00/hr
(including members of the EVBB and the central counting station)

Election workers will be paid for the time spent setting up the polling location and closing the polling location each evening, but not to exceed one hour before and one hour after the polling location is open for voting. The Contracting Officer shall provide the Statement of Compensation for each election worker to the ISD for whom they worked to be paid directly by the ISD. The Statement of Compensation forms will be sent to the ISD by the end of the first business day after the election.

D. Delivery Fee. The presiding judge (or the alternate judge or election clerk, if designated by the presiding judge) shall bring the completed paperwork and all unused supplies back to the Santa Fe Bldg. after the polls close on Election Night. The presiding judge or judge's designee shall be paid not to exceed a total of \$12.50 ea. (delivery requires 2 workers). The iVotronic and election supplies shall be delivered to the polling location by a member of the Contracting Officer's staff before the election. The delivery fee shall be paid along with the compensation by the ISD (this will be on the Statement of Compensation form if applicable to the worker.)

IV. SPECIAL PROVISIONS RELATING TO JOINT ELECTIONS/POLLING PLACES

A. The parties acknowledge that the following local political subdivisions may be holding an election at the same time, unless one or more of such local political subdivisions cancels its or their election(s) in accordance with Section 2.053 of the Texas Election Code, and may enter into a contract for election services with the Contracting Officer:

The River Road ISD
The Highland Park ISD
The Bushland ISD

B. The ISD does hereby agree to share the expenses and costs of the election, as set forth in Exhibit C.

C. The parties also acknowledge, and the ISD does hereby give its consent, that other local political subdivisions in Potter County with which it does not share territory may have candidates and/or propositions appearing on the same ballot with those of the ISD. The parties also acknowledge, and the ISD does hereby give its consent, that other local political subdivisions in Potter County may use one or more of the same Early Voting locations and the services of the Early Voting deputies there and one or more of the same Election Day polling locations and the services of the election workers there. The Early Voting Ballot Board and the Central Counting Station team may be shared. The Contracting Officer

shall charge only once for the compensation paid to the election workers and the use of voting equipment at a shared polling location.

V. PAYMENT

A. Compensation. Within 60 days after Election Day, the Contracting Officer will submit an itemized invoice to the ISD for actual expenses directly attributable to the scope of work of the election, including the following:

- ballot programming, programming for tabulator and Election Reporting Manager “ERM” and printing costs
- wages of the EVBB, the central count station judges and clerks, and the Logic and Accuracy Testing Board members (other than the Contracting Officer and assistants)
- supply costs
- newspaper notice publication expenses for logic and accuracy testing
- pickup and delivery of supplies by judges
- security for Central Counting Station

Costs for which reimbursement is sought shall be supported by appropriate documentation. A cost estimate for election expenses is set forth in **Exhibit C**. The estimate assumes cost sharing with other local political subdivisions. The parties agree that this is an estimate only and the ISD is obligated to pay the actual expenses of the election. The Contracting Officer agrees to advise the ISD if it appears that the actual expenses will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed by the ISD.

B. Administrative Fee. In accordance with Section 31.100(d), the ISD shall pay the Contracting Officer an administrative fee in the amount of 10% of the total cost of the contract (but not less than \$75.00).

C. Cost Sharing.

1. If the Contracting Officer contracts with more than one local political subdivision to conduct an election on the same Election Day, the ISD agrees to share with the other local political subdivision(s) the expenses of personnel and equipment associated with shared Early Voting locations, shared Election Day polling places, common publication of the notice of election, common publication of the notice for the logic and accuracy testing, the cost of the EVBB and central counting station presiding and alternate judges and clerks, security for central counting station, and any other common election costs that are shared by all the entities contracting with the Contracting Officer.

2. Cost sharing will be in accordance with Exhibit C.

D. Payment. The Contracting Officer’s invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the ISD. If the ISD disputes any portion of the invoice, the ISD shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be an accurate rendering of the amount that is due.

VI. GENERAL PROVISIONS

A. *Nontransferable Functions.* Nothing in this contract shall authorize or permit a change in:

1. the authority with whom or the place at which any document or record relating to the election is to be filed;
2. the officers who conduct the official canvass of the election returns;
3. the authority to serve as custodian of voted ballots or other election records; or
4. any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Cancellation of Election.* If the ISD cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. If the Election media has been sent to the third party contractor the ISD shall pay the percentage of the shipping cost. The Contracting Officer shall submit an invoice for the administrative fee within 60 days after the cancellation, and the ISD shall make payment therefore in a manner similar to that set forth in **D. PAYMENT** above.

C. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Potter County, Texas and the County Auditor of Potter County, Texas.

D. *Representatives.* For purposes of implementing this contract and coordinating activities, the Contracting Officer and the ISD designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Knoxie Mathes
Elections Administrator, Potter County
900 S Polk St Rm. 418
Amarillo, TX 79101
(806) 379-2299
Email: elections@co.potter.tx.us

For the ISD:

River Road ISD
9500 US Hwy 287 N
Amarillo, TX 79108
(806) 381-7800
Email:
stephanie.sanders@rrisd.net

Highland Park ISD
15300 E. Amarillo Blvd.
Amarillo, TX 79111
(806) 335-2823
Email:
lisa.messner@hpsid.net

Bushland ISD
2300 Wells St
Amarillo, TX 79108
(806) 359-6683
Email:
kathy.chance@bushlandisd.org

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2013.

Knoxie Mathes
Elections Administrator
Potter County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2013.

Name: _____
Title: _____
Duly Authorized to Sign this
Contract on Behalf of the River Road ISD

Name: _____
Title: _____
Duly Authorized to Sign this
Contract on Behalf of the Highland Park ISD

Name: _____
Title: _____
Duly Authorized to Sign this
Contract on Behalf of the Bushland ISD

ATTEST:

Exhibit A

**MAY 11, 2013 Local Elections
Election Day Polling Location**

Precinct	Location	Address	City
222 portion in HISD only	Eastridge Elementary School	1314 Evergreen	Amarillo, TX
225 portion in HISD only	Bowie Middle School	3001 E 12 th ST	Amarillo, TX
321 & 208R BISD	Bushland High School	1201 S FM 2381	Bushland, TX
322 BISD	Valle de Oro Fire Station	23801 FM 1061	Valle de Oro, TX
323,326 portions in RRISD	Pleasant Valley Elem. School	4413 River Road	Amarillo, TX
323, 326, 324 portion in BISD only	de Zavala Middle School	2801 Coulter St	Amarillo, TX
327 portion in HISD only	Highland Park High School	15300 E. Amarillo Blvd.	Amarillo, TX

Exhibit B

**MAY 11, 2013 Local Elections
Early Voting Locations and Hours**

Polling Place		Address			City	
RRISD Administration Office BISD Administration Office HISD Administration Office		9500 US Hwy 287 N 2300 Wells St 15300 E. Amarillo Blvd.			Amarillo, TX Bushland, TX Amarillo, TX	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>
	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm	
<i>May 5</i>	<i>May 6</i>	<i>May 7</i>	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i> Election Day Polls Open 7am-7pm
	8am-4pm	8am-4pm				

EXHIBIT C
ESTIMATED ELECTION EXPENSES *
ISD
MAY 11, 2013 GENERAL/SPECIAL ELECTION

Payroll:

Early Voting Workers (supplied by ISD)

Election Day Judges and Clerks (paid by ISD)

Early Voting Ballot Board * \$ 100.00

Testing Board Members (other than the
Elections Administrator and assistants) * \$ 50.00

Central Counting Station judges and clerks* \$ 50.00

Delivery

Pickup and delivery of supplies by judges(paid by ISD) \$

Newspaper notice for Election* \$ 1,000.00

Newspaper notice for L & A Testing* \$ 250.00

Consumable Supplies* \$ 150.00

Ballot printing and DRE* \$ 3,050.00

Shipping media to ES&S* \$ 200.00

Security * \$ 400.00

Subtotal \$ 5,250.00

10% Administrative Fee Payable to Potter County Elections
Administrator: \$ 525.00

Grand Total Estimated Election Expenses: \$ 5,775.00

*Approx cost to be divided equally between ISD's

EXHIBIT C (Cont'd)

BY THE TERMS OF THIS AGREEMENT, the ISD, do hereby agree, pursuant to the provisions of the Texas Election Code, to share polling places on MAY 11, 2013, as set forth in this Agreement. The ISD have contracted with the Potter County Elections Administrator, the Contracting Officer, to perform various responsibilities in connection with the election on behalf of each.

The ISDs agree as follows:

(1) The Early Voting locations for the elections will be the RISD Administration office, the HISD Administration office and the BISD Administration office. The costs incurred at each Early Voting location will be shared equally by the ISD, holding the elections.

(2) The expense for the newspaper notice for the L & A test, Notice of Election, consumable election supplies, and ballot programming will be shared equally by the ISD, holding elections.

(3) On Election Day, MAY 11, 2013, the following polling locations will be shared by the following entities, which will share the costs in connection with that Election Day polling place:

Pleasant Valley Elementary School – BISD and RRISD

(4) Except as set forth above, all other costs incurred in connection with the MAY 11, 2013 Local Elections, whether they are Early Voting or Election Day costs shall be charged to the local political subdivision on whose behalf they are incurred.

(5) In the event that a local political subdivision referenced herein cancels its MAY 11, 2013 election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, it is understood that the cost shares of the remaining local political subdivisions will probably increase.

(6) The ISD understands that the Contracting Officer has contracted with other local political subdivisions. The ISD acknowledges, and does hereby give consent, that such other local political subdivisions may share: one or more of the same Election Day polling locations, voting equipment, and services of the election workers; and the services of the Contracting Officer in programming the ballot and providing Election Day assistance.