

COUNTY ELECTION SERVICES CONTRACT
HARRISON COUNTY ELECTIONS OFFICE
HARRISON COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRISON

THIS CONTRACT, is made and entered into by and between _____
_____, Representative for the Harrison County Elections Office,
hereinafter referred to as "**Representative**", and the Political Subdivision of
THE WASKOM I.S.D., hereinafter referred to as **THE I.S.D.**, and by authority
of Section 31.092 of the Texas Election Code for the conducting and supervision
of an election to be held by **THE I.S.D.**; said election to be held on **MAY 9,**
2015. THIS CONTRACT is entered into in consideration of the mutual
covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS:**

- I. The Representative, in connection with the holding of said election,
shall assume the following responsibilities:
 - (a) Appoint or shall be allowed to delegate the positions of Central
Counting Station Manager, Tabulation Supervisor and Assistant
Tabulation Supervisor, as provided for in the Texas Election Code,
Chapter 31.094 and 31.095.
 - (b) Arrange for the preparation and distribution of election supplies and
election kits, and the printing and distribution of ballots for both Early
and Election Day voting.
 - (c) Procure, arrange for programming and distribution of all election
equipment; specifically the H.A.V.A. mandated electronic equipment
purchased from Hart InterCivic. The DRE, JBC and the e-Scan units will
be used for Early Voting and for Election Day Voting.

- (d) Arrange for the publication of the notice for the date, time and place of the public testing of the election equipment, and over-see said test.
- (e) Arrange for the posting of the notice of the date, time and place of a school of instruction for election judges and clerks, and over-see said school of instruction.
- (f) Arrange for the programming and testing materials to be used to test the voting equipment.
- (g) Arrange for the handling and distribution of election returns, preparation of the tabulation for the official canvass, and will, if needed, arrange for the manual validation as required in the election code, Section 127.201.
- (h) In accordance with Sec. 31.098 of the Texas Election Code, the Representative 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 unless the service rendered is solely for **THE I.S.D.**, in which case **THE I.S.D.** will be responsible for the services rendered.
- (i) Shall arrange for the programming of the voting system based on the information provided by **THE I.S.D.**. That information shall include the correct spelling of all candidates' names, the offices sought, the order of names on the ballot, and the English and Spanish translation of the offices and any propositions. **THE I.S.D.** shall pay for the cost of such programming.
- (j) Shall provide sufficient time for **THE I.S.D.** to review the ballot before it is finalized.
- (k) Shall arrange for the counting of the votes registered on the electronic units in accordance with Chapter 127 of the Texas Election Code.
- (l) The Harrison County Elections Office shall submit precinct by precinct reports to the Secretary of State's Office of all election returns in this election.
- (m) After completion of the unofficial tabulation of precinct results, the Harrison County Elections Office shall distribute the election records to **THE I.S.D.** 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 Harrison County Elections Office 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 Harrison County Elections Office shall also maintain custody of the records pertaining to the operation of the JBC's and the e-Scans. Said records and election documents will be destroyed after the retention period (6months from the date of the election) which is mandated by Texas Election Law unless **THE I.S.D.** notifies the Harrison County Elections Office in writing of their desire to collect said election records and/or documents. This written notice must be received by the Elections Office no later than 5 business days before the date to destroy said records and/or documents.

II. **THE I.S.D.**, in connection with holding their annual city election on **MAY 9, 2015** shall assume the following responsibilities and shall directly bear any attendant costs for same:

- (a) Approve the appointment of the Early Voting Clerk, Election Day Presiding and Alternate Judges and clerks, as well as the Early Voting Ballot Board and Central Counting Station Judges and clerks to be used in this Joint Election and share in the compensation of said judges and clerks.
- (b) Shall pay for any and all expenses involved with the Early Voting by Mail for their said election.
- (c) The use of Harrison County e-Scans, JBC's, and DAU units to process and tally all voted ballots for the Waskom I.S.D. election.
NOTE: The Harrison County Elections Office shall deliver and pick-up all Early Voting election equipment, ballots and supplies. Election Day equipment, supplies and ballots shall be picked up by the Election Day Presiding Judge and delivered back to the Elections Office at the close of Election Day Voting.
- (d) Preparation of all election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer or body.
- (d) Posting or publications of election notices.
- (e) The printing costs of any and all related materials for all ballots, Election Day and Early Voting, and all election materials for Election kits involved in this election.
- (f) In the event of equipment failure, **THE I.S.D.** will share in the expense for the necessary personnel for the purpose of hand

counting all ballots cast in this election.

- (g) Pay an administrative fee not to exceed ten percent of the total amount of the contract to the Harrison County Elections Office; said payment to be deposited into the Election Contract Fund of Harrison County.
- (h) Take all action necessary under law for calling the election, Canvassing the returns and declaring the results.
- (i) Deliver to the Harrison County Elections Office as soon as possible, but not later than March 9, 2015, 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 this information is received later than March 9, 2015, there will be an additional \$1,500.00 charge. (This charge is to satisfy the additional charge for programming due to late submission by **THE I.S.D.**)
- (j) Provide the services necessary to translate any election documents into Spanish.
- (l) Pay the cost of conducting said election within 30 days from the date of billing; the cost will be determined by the actual cost schedule submitted with billing.
- (m) **THE I.S.D.** is to share in the expenses involved with the necessary personnel needed for the Central Counting Station and Tabulation Technicians and other costs in accordance with the attached estimated cost schedule with 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 EARLY VOTING PLUS 1 ELECTION DAY POLLING LOCATION (S) will be used for the purpose of voting by personal appearance in this election.
- (b) **THE I.S.D.** agrees to save and hold harmless the County's Representative 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 I.S.D.** to perform their obligations under this contract.

- (c) **The COUNTY REPRESENTATIVE** and the County Elections Department of Harrison County, Texas agrees to save and hold harmless **THE I.S.D.** from any and all claims made arising out of the failure or omission of the Harrison County Elections Office or its **REPRESENTATIVE** to perform their obligations under this contract.
- (d) Should a lawsuit be filed as a result of this election, **THE I.S.D.** agrees to provide competent legal counsel and representation for the Harrison County Representative and the Harrison County Elections Office staff, covering any and all legal fees and cost.
- (e) In the event of a recount, **THE I.S.D.** 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 Elections personnel required to work beyond regular office hours in order to conduct said recount of this election.

IV. THE REPRESENTATIVE OF THE COUNTY shall file copies of this contract with the County Treasurer and the County Auditor of Harrison County, Texas, and **THE I.S.D.** shall maintain a copy of this contract at its central office.

V. DAMAGE TO THE COUNTY'S VOTING EQUIPMENT: THE I.S.D. 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 I.S.D. 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 I.S.D.** on **MAY 9, 2015** 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 I.S.D. 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 9, 2015** 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 I.S.D.** does hereby agree to share in the expenses common to both contracting parties. It is also agreed upon that **THE I.S.D.** 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 Representative 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. THE WASKOM I.S.D. will share in the common expenses of workers and supplies for one (1) Early Voting polling site; that being the Main Early Voting polling site located at the Waskom I.S.D. Administration Building

VIII. IF THE I.S.D. CANCELS ITS ELECTION pursuant to Section 2.053 of the Texas Election Code, **THE I.S.D.** shall not be responsible for any expenses involved with or incurred by the other local political subdivision (s) involved in this Joint Election Agreement.

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

Signed and executed this the _____ day of _____, 2015.

Contracting Entity

Representative for Contracting Entity

Representative for Harrison County

Seal

MODEL COUNTY ELECTION SERVICES CONTRACT

A. STATISTICAL INFORMATION

1. Projected voter turnout for contracted election
 - a. General _____ 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 X DRE X
 Runoff: Paper _____ Pct. Counters _____ DRE _____
5. Number of ballots ordered (including early voting)
 - a. General _____ b. Runoff _____
6. Number of precinct ballot tabulator machines
 - a. E.V. 1 E-SCAN b. E.D. 1 E-SCAN AND 1 DAU/JBC UNIT
1 JBC/DAU UNIT

B. COST OF GENERAL AND RUNOFF ELECTIONS

1. Printing costs	Estimated	Joint
1. General 1,000 BALLOTS ARE INCL. WITH THE	_____	_____
2. Runoff PROGRAMMING COSTS	_____	_____
2. Early voting election kits and postage charges		
A. General	_____	_____
B. Runoff	_____	_____
3. Electronic voting system programming and testing		
* A. General	<u>1,500.00</u>	<u>1,500.00</u>
B. Audio	_____	_____

*Could be divided by as many as _____ entities.

	Estimated	Joint
4. Publication of electronic voting system notices		
A. General	\$ <u>32.00</u>	\$ <u>16.00</u>
B. Runoff	\$ _____	\$ _____
5. Election kits and other precinct supplies:		
A. E.D. <u>1</u> (# of kits)	\$ <u>38.00</u>	\$ <u>19.00</u>
B. E.V. <u>1</u> (# of kits)	\$ <u>38.00</u>	\$ <u>19.00</u>
6. Rental of voting equipment		
A. General ELECTION DAY		
a. Voting machines PER UNIT PER LOCATION	\$ <u>200.00</u>	\$ <u>100.00</u>
b. Precinct ballot counters " " "	\$ <u>200.00</u>	\$ <u>100.00</u>
B. Runoff EARLY VOTING		
a. Voting machines, PER UNIT PER LOCATION	\$ <u>200.00</u>	\$ <u>100.00</u>
b. Precinct ballot counters " " "	\$ <u>200.00</u>	\$ <u>100.00</u>
7. Transportation of voting equipment		
A. General		
a. Voting machines	\$ <u>150.00</u>	\$ <u>75.00</u>
B. Runoff		
a. Voting machines	\$ _____	\$ _____
A. Early voting polling place rental		
A. General (number of polling places rented _____)	\$ _____	\$ _____
B. Runoff (number of polling places rented _____)	\$ _____	\$ _____
8. Election day polling place rental		
A. General (number of polling places rented _____)	\$ _____	\$ _____
B. Runoff (number of polling places rented _____)	\$ _____	\$ _____
9. Deputy absentee voting clerks (temporary personnel only)		
a. General _____, \$ _____	\$ _____	\$ _____
Number hourly rate		
B. Runoff _____, \$ _____	\$ _____	\$ _____
Number hourly rate		

TO BE CONDUCTED BY THE WASKOM I.S.D.

11. Precinct election judges and clerks: Estimated Joint
- A. General 1 JUDGE, \$ 8.50 X 14 HOURS \$ 119.00 \$ 59.50
Number of precinct Election judges & clerks hourly rate
- B. ~~Runoff~~ CLERKS 3, \$ 8.50 X 14 HOURS \$ 357.00 ~~\$ 178.50~~
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 ACCOMPANYING CLERK
- B. ~~Runoff~~ 1 X \$ 15.00 \$ 15.00 ~~\$ 7.50~~

13. Early Voting Ballot Board personnel:
- A. General 3, \$ 8.50 X 4 HRS \$ 102.00 \$ 51.00
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:
- A. General
- a. _____, \$ _____ \$ _____ \$ _____
number of workers (presiding judge and clerks) hourly rate
- b. ~~Tabulation Supervisor~~ **MANAGER** \$ 200.00 \$ 100.00
- c. ~~Assistant~~ **Tabulation Supervisors** \$ 125.00 \$ 62.50
- d. **Technical Support Personnel** \$ _____ \$ _____
- B. Runoff
- a. _____, \$ _____ \$ _____ \$ _____
number of workers (presiding judge and clerks) hourly rate
- b. **Tabulation Supervisor** \$ _____ \$ _____
- c. **Assistant Tabulation Supervisors** \$ _____ \$ _____

15. Personnel for unofficial tabulation of precinct by precinct returns
 (paper ballots): Estimated Joint

A. General _____, \$ _____ \$ INCLUDED \$ _____
Number of workers hourly rate

B. Runoff _____, \$ _____ \$ _____ \$ _____

16. Misc.

A. On site technical support/Hart InterCivic \$ 3,280.00 \$ 1,093.00 (6) (3)

B. Tally, canvass reports, S.O.S. reporting \$ INCLUDED \$ _____

17. Miscellaneous early voting costs (itemize)

A. General _____ \$ _____ \$ _____
SUPPLIES AND TRAINING \$ 150.00 \$ 75.00
OVER-TIME FOR HARRISON CO. EMPLOYEES \$ 300.00 \$ 150.00
SPANISH TRANSLATOR \$ INCLUDED \$ _____

B. Runoff _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____

18. Miscellaneous election day costs (itemize)

A. General _____ \$ _____ \$ _____
SUPPLIES AND TRAINING \$ 100.00 \$ 50.00
OVER-TIME FOR HARRISON CO. EMPLOYEES \$ 300.00 \$ 150.00
EQUIPMENT SUPERVISOR \$ 100.00 \$ 50.00

B. Runoff _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____

	Estimated	Joint
19. Cost of general election (Add General Election costs from lines B1A-B18A)	\$ <u>7,731.00</u>	\$ <u>4,068.50</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>773.00</u>	\$ <u>406.85</u>
23. Total contract amount (Add lines B21 and B22)	\$ <u>8,504.00</u>	\$ <u>4,475.35</u>