

THE STATE OF TEXAS

COUNTY OF DENTON

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This contract for election services is made by and between the Denton County Elections Administrator and the Denton Independent School District, hereinafter referred to as the "Participating Authority."

This contract is made pursuant to Texas Election Code Sections 31.092 and 42.002(5) for a September 9, 2017 Tax Ratification Election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

The Denton Independent School District plans to hold a Tax Ratification Election on September 9, 2017.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivision desires to use the County's electronic voting system, to compensate the County for such use, and to share in certain other expenses connected with this election, in accordance with the applicable provisions of the Texas Election Code, as amended.

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

I. ADMINISTRATION

The Participating Authority agrees to hold an Election with Denton County in accordance with the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this agreement. The Participating Authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Election; however, the Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Participating Authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other election agreements and contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract.

II. LEGAL DOCUMENTS

The Participating Authority 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 and/or the Participating Authority's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Participating Authority, including translation to languages other than English. The Participating Authority shall provide a copy of its election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All voting locations must be within the boundaries of Denton County. The proposed voting locations are attached as Exhibit A. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authority of any changes from the location listed above.

If polling place(s) for the September 9, 2017 election are different from the polling place(s) used by the Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than September 9, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the September 9, 2017 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton ISD Board of Trustees shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. Denton County will provide names and contact information of potential judges to the Denton ISD Board of Trustees, as necessary. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, the Participating Authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

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 insure that all election judges appointed for the 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 from the Elections Administrator notifying them of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at a rate of \$9.00 per hour.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials must be provided by the entity, and delivered to the Elections Office thirty three (33) days prior to the first day of early voting. If this deadline is not met, the material must be delivered by the entity, to all Early Voting and Election Day locations affected, prior to voting commencing.

Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

The Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the Authority's ballot is to be printed). Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot or after the election is

ordered, whichever is later. Said list must be in a Word document, the information must be in an upper and lower case format, be in an Arial 10 point font, and contain candidate contact information for the purposes of verifying the pronunciation of the candidate's name. The Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that Authority's candidates and/or propositions. The Participating Authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that Authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within three (3) business days of receipt of the proofs.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The Participating Authority agrees to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authority further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates and times listed on the Denton Independent School District Order of Tax Ratification Election which is attached to this contract as Exhibit A. The main early voting location will be Denton County Elections Administration, 701 Kimberly Drive, Denton, TX 76208.

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 participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208

The Elections Administrator shall provide the Participating Authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be distributed to the Participating Authority no later than 8:00 AM each business day. This will be accomplished by Denton County posting the daily reports on its website.

VII. EARLY VOTING BALLOT BOARD

The Denton ISD Board of Trustees shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the TRE Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required 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 and remote counting stations (if needed) to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following central counting station officials:

Counting Station Manager:	Brandy Grimes, Elections Manager
Tabulation Supervisor:	Jason Slonaker, Technical Resource Coordinator
Presiding Judge of Central Count/EVBB:	Sally Hampton

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the participants, candidates, press, and general public by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the Participating Authority at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. The Participating Authority shall be responsible for the official canvass of its election.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for the Participating Authority to upload to the Secretary of State as required by Section 67.017 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Participating Authority and the Secretary of State's Office.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

- The Participating Authority agrees to the estimated election expenses as set forth in Section XIV.
- Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to the Participating Authority's voters.
- The Participating Authority agrees to pay the Denton County Elections Administrator 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 Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.
- Failure on the part of the Participating Authority to meet the deadlines outlined in this agreement may result in additional charges, including but not limited to, overtime costs for Denton County employees.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XI. RUNOFF ELECTION

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the September 9, 2017 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, October 14, 2017.

XII. 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 271.010 of the Texas Election Code.

Access to the election records shall be available to the Participating Authority 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 or at an alternate facility used for storage of county records. The Elections Administrator 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 Participating Authority 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 Participating Authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority 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 Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

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

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or 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.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. 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.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outlined in this contract may result in additional charges, including but not limited to, overtime charges, etc.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for the Participating Authority under the terms of this agreement is listed below. The exact amount of the Participating Authority’s obligation under the terms of this agreement shall be calculated after the September 9, 2017 election. The Participating Authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each Participating Authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election.

The total estimated obligation for each Participating Authority under the terms of this agreement shall be as follows:

Political Subdivision	Estimated Cost
Denton Independent School District	\$ See Schedule A

Rev. 6.10.2017 (12:27 PM)

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XVII. ELECTION SERVICES CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on Tuesday, June 13, 2017, 2017 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on _____ , _____, 2017 been executed on behalf of the Denton Independent School District pursuant to an action of the Denton ISD Board of Trustees so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE Denton Independent School District:

APPROVED:

ATTESTED:

President, Board of Trustees

Secretary, Board of Trustees

Denton County Elections Contract Worksheet

Election Costs	Estimated	Actual
Early Voting by Personal Appearance (EVPA) Expenses:		
EVPA Polling Place(s)-includes workers, etc.	29,188.00	
Early Voting Ballot Board Personnel	300.00	
Early Voting by Mail (EVM) Expenses:		
EVM Ballots (cost per thousand+envelope kits)	360.00	
EVM Ballot Postage	345.00	
Election Day (ED) Expenses:		
ED Polling Place(s)	17,140.00	
ED Ballots (cost per thousand+envelope kits)		
ED Polling place rental/custodial		
Delivery of Equipment-included in ED line item	408.00	
General Expenses of the Election:		
Programing eScan/eSlate per Election	400.00	
Postage for DOJ		
Legal Notices	30.40	
Worksheet Total Expense	\$47,763.40	\$0.00

	<u>Actual</u>	<u>Amount Paid</u>	<u>Ck #/Date Received</u>
Election Total	\$47,763.40		
Election Service Fee	\$4,776.34		
Election Total Cost	\$52,539.74		

Balance Due

Office Use :

	Equipment	Programming	10%	Total
Fund 46				
Fund 01-3177				



Exhibit A

September 09, 2017 Special Election Denton Independent School District

Early Voting Locations:

Date and Times:	Wednesday - Friday	August 23 - 25	8 am - 5 pm
	Monday - Thursday	August 28 - 31	8 am - 5 pm
	Friday - Saturday	September 1 - 2	7 am - 7 pm
	Tuesday	September 5	7 am - 7 pm

Location	Address	City	Zipcode
Denton County Elections Administration	701 Kimberly Dr	Denton	76208
Braswell High School	26750 E. University	Aubrey	76227
Harpool Middle School	9601 Stacey Ln	Argyle	76226
Denton Civic Center	321 E McKinney St	Denton	76201

Election Day Locations:

Location	Address	City	Zipcode
Denton County Elections Administration	701 Kimberly Dr	Denton	76208
Braswell High School	26750 E. University	Aubrey	76227
Harpool Middle School	9601 Stacey Ln	Argyle	76226
Denton ISD (Stephens Central Administration Building)	1307 N. Locust	Denton	76201