

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

CONTRACT FOR ELECTION SERVICES
AND JOINT ELECTION AGREEMENT

THIS CONTRACT made by and between Potter County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and the River Road Independent School District, hereinafter referred to as “Entity,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on May 6, 2017, and to be administered by Melynn Huntley, Elections Officer, hereinafter referred to as “Elections Administrator”.

Said Entity is holding a Uniform Election, at their expense on May 6, 2017

The County owns an electronic voting system, 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 set forth by Texas Election Code Section 61.012. The Entity desires to use the County’s electronic voting system 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 parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator of Potter County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Entity agrees to pay Potter County for equipment, supplies, services, staff overtime directly incurred as a result of the election, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Entity 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 Entity.

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 Potter County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Entity agrees that other Political Subdivisions that may have territory located partially or wholly within the boundaries of the Entity, and in such case all parties

sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided proportionately among the participants (Exhibit "C").

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

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 and/or the Entity's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Entity, including translation to languages other than English. The Entity shall provide a copy of their election order and notice to the Elections Administrator.

Each Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of any Special Election or election procedure changes, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Potter County. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity.

If polling places are different from the polling place(s) used by the Entity in its most recent election, the County agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Entity's polling place names and addresses in effect for election. Election Day locations are listed on Exhibit "A".

In the May 6, 2017 election, Potter County will utilize county-wide voting. As such, there will be up to 16 polling locations depending on the locations of participating authorities. Registered voters will be able to vote on Election Day at any of the polling locations.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator is required to use election judges, alternate judges and clerks that have been approved by the county political parties. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be approved by the Entity as required by law. The Elections Administrator will recruit at least one polling place official who is bilingual (fluent in both English and Spanish) for each polling location.

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 the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her 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. Election workers will be compensated for the two-hour training class.

Each election judge will receive compensation at a rate of \$11.00 per hour. Each alternate judge and clerk will receive compensation at a rate of \$10.00 per hour as established by Potter County pursuant to Texas Election Code Section 32.091. Election judges and clerks will be entitled to receive pay at a rate of time-and-a half per hour for all hours worked over 40 in a week. The election judge and alternant judge will share an additional sum of \$25.00 for returning the supplies and equipment to the central counting station after the polls close.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary employees of the County.

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 and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Entity, the Election Administrator will order the maps and pass that charge on to that particular Entity.

The Entity 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). All ballot information for the ballot will be provided in both English and Spanish. This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The Entity agrees to appoint the Elections Administrator as the Early Voting Clerk. The Entity also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Entity 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 Potter County pursuant to Section 83.052 of the Texas Election Code. Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit "B." Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

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 by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Entity a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Potter County Election Board shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The County shall appoint up to five additional members to constitute the EVBB. The Elections Administrator shall determine the number of 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 counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

1. Counting Station Manager
2. Tabulation Supervisor
3. Assistant Tabulation Supervisor
4. Presiding Judge
5. Alternate Judge

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial results to the Entity as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the cost per polling place. Costs for polling places shared by Entity and other Political Subdivisions shall be divided proportionately among the participants utilizing that polling place. Exhibit "C" shows the formula for determining cost share per Entity and Political Subdivision.

It is agreed that a rental rate of \$250 per iVotronic unit will be charged for the County's voting equipment used on Election Day and/or Early Voting and shall be divided proportionately among the participants utilizing each polling location. Exhibit "D" shows an estimate of expenses for the Joint Election and cost estimate by Entity.

X. 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, or should it be later ruled that the election is not needed. The Entity is fully liable for any expenses incurred by Potter County on behalf of the Entity. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed joint general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each 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 each 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.

XII. 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 Entity'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 Entity as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Potter County Treasurer and the Potter County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. In the event that legal action is filed contesting the Entity's election under Title 14 of the Texas Election Code, the Entity shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
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. The parties agree that under the Constitution and laws of the State of Texas, neither Potter 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.

5. 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 Potter County, Texas.

6. In the event of one of 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.

7. 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.

8. 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.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2017, been executed on behalf of Potter County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

POTTER COUNTY, TEXAS

By: _____
Melynn Huntley
Elections Administrator

2. It has on this _____ day of _____, 2017, been executed on behalf of the Entity by its Presiding Officer or authorized representative, pursuant to an action of the Entity so authorizing.

RIVER ROAD INDEPENDENT SCHOOL DISTRICT:

By: _____

EXHIBIT A – ELECTION DAY POLLING LOCATIONS

Amarillo Auto Supply and Off Road
3601 E. Amarillo Blvd.

Hillside Christian Church, NW
600 Tascosa Road

Bell Ave. Church of Christ
1600 Bell St.

Kids, Inc.
2201 SE 27th

Buzula Furniture Outlet
716 W I-40

Lighthouse Baptist Church
5631 Pavillard

Chaparral Hills Church
4000 W. Cherry

Pride Home Center
3503 NE 24th

Coffee Memorial Blood Center
7500 Wallace Blvd.

Second Baptist Church
419 N. Buchanan

First Baptist Church, Bushland
1800 FM 2381, Bushland

United Citizens Forum
901 N. Hayden

Grace Community Church
4111 Plains Blvd.

Valle de Oro Fire Station
23801 FM 1061, Valle de Oro

Highland Park ISD Admin. Bldg.
15300 E. Amarillo Blvd.

Wesley Community Center
1615 S. Roberts

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

MAIN EARLY VOTING:

Santa Fe Building, Ticket office

900 S. Polk

Judge: Brenda Johnson

Alternate Judge: Dale Meixner

Maximum # of Additional Clerks: 4

Casey Carpet One

3500 I-40 W Frontage Rd.

Judge: Pablo Reyes

Alternate Judge: Joy Parsons

Maximum # of Additional Clerks: 2

United Amigos

3300 E I-40

Judge: Benita Guerrero

Alternate Judge: Lo Davis

Maximum # of Additional Clerks: 1

Coffee Memorial Blood Center

7500 Wallace Blvd.

Judge: Ray Humphrey

Alternate Judge: Carolyn Kidd

Maximum # of Additional Clerks: 2

Cornerstone Outreach

1111 N. Buchanan

Judge: Linn Turner

Alternate Judge: Gwen Gabel

Maximum # of Additional Clerks: 1

Hours for voting at Santa Fe Building:

Mon – Fri., Apr. 24-28

8:00 a.m. – 5:00 p.m.

Mon. – Tues., May 1-2

7:00 a.m. – 7:00 p.m.

EXHIBIT C - SAMPLE COST BY ENTITY

The jurisdictions of participating entities are located in following voting precincts:

City of Amarillo – 22 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Amarillo College – 22 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Amarillo ISD – 21 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 421, 422, 424, 425, 426, 427

Bushland ISD – 5 total precincts

321, 322, 323, 324, 326

River Road ISD – 2 total precincts

323, 326

Highland Park ISD – 3 total precincts

222, 225, 327

There are total of 75 “entity precincts” represented by the participating entities.
(22+22+21+5+2+3)

In allocating appropriate expenses to participating entities, the total costs will be based on the percent of the total “entity precincts” with which the participating entity has jurisdiction.

Therefore, the total costs will be divided as follows:

City of Amarillo	22 precincts	29% of total cost of election
Amarillo College	22 precincts	29% of total cost of election
Amarillo ISD	21 precincts	28% of total cost of election
Bushland ISD	5 precincts	7% of total cost of election
River Road ISD	2 precincts	3% of total cost of election
Highland Park ISD	3 precincts	4% of total cost of election

EXHIBIT D - COST ESTIMATE FOR ELECTION

Description	Amount*
Ballot Layout, Audio, Coding	8000.00
Ballots	800.00
Field Techs/Site Support	900.00
Early Voting Ballot Board	800.00
Early Voting Personnel	28000.00
Election Day Personnel	13500.00
Central Counting Station Personnel	1500.00
Election Office overtime	2500.00
Election Day deliveries	200.00
Truck Rental/Deliveries	550.00
Security, EV, ED & CCS	1500.00
ABBM Kits/Postage (1000 kits @ \$3.00 each)	3000.00
FPCAs (Military)	100.00
Election Kits (\$30 x 21 sites)	630.00
iVo Lease fee (120 units @ \$250 each)	30000.00
Verizon Hotspots (\$35 x 18)	630.00
Fed Ex of Media	375.00
Public Notice of Test, AGN	200.00
Subtotal	93,185.00
River Road ISD – 3%	2,795.55
10% Administrative Fee	279.55
Estimated Total	\$3,075.10

*Amounts are estimates only. Estimate also assumes joint agreement of Early Voting locations and hours.