

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT FOR ELECTION SERVICES**

This is a **CONTRACT FOR ELECTION SERVICES (“Contract”)** pursuant to Texas Election Code Sec. 31.091 et seq. This Contract is made this _____ day of _____ 2025 by and between the Town of Horizon City (“**Town of Horizon**”) and **El Paso County, Texas** (“the **County**”).)

1. RECITALS.

TOWN OF HORIZON is a political subdivision situated wholly within El Paso County, Texas. **TOWN OF HORIZON** has scheduled an Election for **May 3, 2025** and has requested the County perform election services as provided by Election Code Sec. 31.091 et. seq. The **County** and **TOWN OF HORIZON** have determined it is in the public interest that the **County** and **TOWN OF HORIZON** provide such services. Therefore, this **Contract** is made and entered into for the purpose of the County Election Administrator (“Elections Administrator”) to conduct the election and any resulting runoff election for **TOWN OF HORIZON**.

2. DUTIES AND SERVICES OF THE COUNTY.

All services to be performed by the **County** may be delegated to the Elections Administrator. The Elections Administrator shall serve as Early Voting Clerk. The **County** shall perform the duties and furnish the services and equipment listed below. The **County** shall:

- (a) Furnish to **TOWN OF HORIZON** certain election services and equipment needed by **TOWN OF HORIZON** in connection with holding an election on **DATE**;
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;
- (c) Prepare lists and submit names of persons suggested for appointment as

presiding election judges, alternate judges, and judge of the central counting station;

- (d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
- (f) Arrange for the use of polling places in the election and runoff election, if necessary;
- (g) Program or arrange to have the ballot programmed;
- (h) Procure and distribute necessary election supplies and distribution of ballots;
- (i) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **TOWN OF HORIZON** and the election precincts established for the election;
- (j) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and Election Day, and issue election supplies to the precinct judges;
- (k) Supervise the conduct of early voting;
- (l) Conduct training for both Early Voting and Election Day workers and notify the election judges and clerks of the time, date, and location of the trainings;
- (m) Arrange for use of a central counting station and for the tabulating of personnel and equipment needed at the counting station, and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
- (n) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
- (o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (p) Provide general information services for voters and election officers;
- (q) Assist in providing general overall supervision of the election;
- (r) Provide for the storage of election records as provided by law;

- (s) Provide **TOWN OF HORIZON** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by **TOWN OF HORIZON**, prepare the unofficial tabulation of precinct results on election night;
- (u) Submit election night returns to the Secretary of State, in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and
- (v) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for **TOWN OF HORIZON** has been performed.

3. DUTIES AND SERVICES OF [TOWN OF HORIZON].

TOWN OF HORIZON shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption or for execution by the appropriate **TOWN OF HORIZON** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty (60) days** before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact spelling that is to be used;
- (g) Provide the services necessary to translate any election documents into Spanish as required;

- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay **75%** of Elections Administrator's estimated costs no later than **sixty (60) days** before Election Day; and
- (l) Pay the balance of conducting the election and additional costs, within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES.

TOWN OF HORIZON shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A) which is mutually agreed upon.

5. CANCELLATION OF ELECTION OR SERVICES.

In the event that **TOWN OF HORIZON** cancels the election pursuant to section 2.081 of the Texas Election Code, or for any other reason, **TOWN OF HORIZON** will pay the **County** for all direct and actual expenses such as payroll and election expenses, including the administrative fee, the **County** incurred in relation to providing the services for this election up until the time of cancellation, and for any expenses the **County** incurs as a result of the cancellation. **TOWN OF HORIZON** will send payment to the **County** within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

6. GENERAL TERMS AND CONDITIONS.

- (a) A total of five (5) precinct(s) plus 28 permanent early voting stations, and 95 polling locations will be used for conducting the election. (This is subject to change.)

- (b) **TOWN OF HORIZON** acknowledges that the **County** may enter into a similar Election Service Contract with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. **TOWN OF HORIZON** agrees to share common polling places with the other political subdivision(s) as determined by the **County** and in accordance with the costs as allocated by the **County**.
- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in this Contract.
- (f) Nothing in this Contract imposes any duty on the **County** to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.
- (g) Neither **TOWN OF HORIZON** nor any employee of **TOWN OF HORIZON** is an agent, or employee of the **County** or the Elections Administrator and neither the **County** or the Elections Administrator nor any employee thereof is an agent or employee of **TOWN OF HORIZON**. This Contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) **TOWN OF HORIZON** and the **County**, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.
- (i) This Contract shall be governed by the laws of the State of Texas. Venue shall be in El Paso County Texas.

COUNTY OF EL PASO, TEXAS

TOWN OF HORIZON

By: _____
Lisa Wise
County Elections Administrator

By: _____
Name: _____

Date: _____

Title: _____

Date: _____