

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, School Districts, ("ISD") Cities, (City) and other political subdivisions in Navarro County will hold elections on May 4, 2019.

WHEREAS, each ISD, City and other political subdivisions in Navarro County have entered an agreement or agreements with the Navarro County Elections Administrator (the "County EA") wherein the County EA will administer each political subdivision, ISD and City election occurring on the May 2019 uniform election date as authorized under Chapter 31 of the Texas Election Code ("Election Services Agreement"); and Chapter 271 of the Texas Election Code ("Joint Election."),


WHEREAS, each political subdivision, ISD, and City in Navarro County desire to enter into a single Joint Contract for Election Services provided by Navarro County for the purpose of sharing election equipment, election expense, election polling places, election workers, and election ballots where or if appropriate;

NOW, THEREFORE, each political subdivision, ISD, and City in the County agree as follows:

1. **Date**. The election covered by this agreement will be held on May 4, 2019.
2. **Duties and Services of County**. The County, acting by and through the County EA, shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a). Train the election judges and clerks.
 - (b). Arrange for the use of polling places for Early Voting and Election Day.
 - (c). Procure and distribute election supplies and distribution of ballots.
 - (d). Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of each ISD, City, and political subdivision in Navarro County.
 - (e). Procure, prepare and distribute election supplies and equipment, transport equipment to and from the polling places.
 - (f). Supervise the conducting of Early Voting.
 - (g). Supervise the conducting of Election Day Voting.
 - (h). Provide notice of the date, time and place of a school of instruction for election judges and clerks, and conduct such school of instruction.
 - (i). Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the central counting station and assist in preparation of programs

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AT 8:00 O'CLOCK A.M.

FEB 06 2019

SHERRY DOWD, County Clerk
NAVARRO COUNTY TEXAS
BY  DEPUTY

- and test materials for tabulation of the ballots to be used with electronic voting equipment.
- (j). Publish notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing as required by law.
 - (k). Provide at no cost for the storage of election records for the retention period prescribed by law, then destroy said election records in a secure manner.
 - (l). Supervise the handling and disposition of election returns, voted activation cards, etc. and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County EA will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the official designated by the political subdivision, City, or ISD as soon as possible after all returns have been tabulated.
 - (m). Provide information services for voters and election officers during Early Voting and on Election Day.
 - (n). Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of each political subdivision, ISD and City who are responsible for holding the election.
 - (o). Pay the cost of election judges and clerks: Each election judge and alternate judge will receive \$11.00 per hour and clerks will receive \$10.00 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County EA after the polls close. Election judges and alternate judges will receive \$11.00 per hour for attending the election training. Clerks will receive \$10.00 per hour to attend said training.
 - (p). Provide at no cost, copies of all invoices received by the County and/or County EA for payment of services or supplies for which each political subdivision, ISD and City are to reimburse the County Elections Administrator's Office.
 - (q). The County EA will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. Political Subdivisions, ISD's and Cities shall not be liable to any third parties for any default by the County in connection with holding the election, including failure by Navarro County or its County EA to pay for services, supplies and voting locations for this election.
 - (r). The clerks for Early Voting, the judge and clerks of the Early Voting Ballot Board, and the judge, alternate judge, and clerks, Manager, and Tabulation Supervisor of the Central Counting Station will be provided by Navarro County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for regular County-held elections.
 - (s). The judges, alternate judges, and clerks for Election Day will be provided by Navarro

County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for such elections.

3. Duties and Services of each Political Subdivision, ISD and City:

- (a). Determine and establish the precincts for their respective elections, if applicable.
- (b). Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate ISD and City officer or body, and take all actions necessary under law for calling the election, canvassing the returns and declaring the results.
- (c). Prepare and publish in the official newspaper all required election notices.
- (d). Deliver to the County EA as soon as possible, but not later than 70 days before the election, the names or propositions that are to be printed on the ballot with the exact form and spelling that is to be used.
- (e). Pay any additional costs incurred by the County EA if a recount for said election is required, a runoff or second election is required, or the election is contested in any manner.
- (f). Each political subdivision, ISD and City shall pay to the County the actual costs incurred by Navarro County in conducting this election, equipment rental fees, and an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. Each ISD and City will pay their respective shares (as calculated in paragraph 4 below) of conducting said election, within thirty days from the date of billing. See Attachment for estimated cost for such services. The estimated costs of election may be modified as necessary, upon agreement of the County, each political subdivision, ISD and City.
- (g). Deliver all election orders and notices to the County in a timely manner.

4. Allocation of Costs as between ISD and City:

- (a) Each political subdivision desires to contract with the County to conduct and supervise their elections and further desires to split the fee charged by the County in paragraph 3(f) above in an equitable manner.
- (b). As between the County, political subdivisions, ISD's, and Cities Election day voting shall be held in common precincts, at polling locations, as authorized and ordered by the governing body of each participating political subdivision and agreed upon by the County.
- (c). The total estimated election expense is:

Express Vote and Scanner Rental - Election Day and Early Voting: \$300 each.

- (d) Early voting expenses shall be borne equally by all participating political subdivision, unless one or more of the entities cancel its/their election, in which case the early voting expense shall be borne by the participating political subdivision or Entities that conduct an election.
- (e) If any political subdivision desires to conduct early voting at a location other than the regular County early voting location, they must bear the cost of their branch location, must notify the County EA at least 3 months in advance of the election (in order to have time to rent extra equipment) and must work with the County EA to provide supplies and staff, and proper notice for the branch location. All Navarro County ballot styles must be made available at each branch early voting location, and the location must be for set times and places coordinated with other entities within Navarro County.
- (e) Election Day voting shall be borne equally by all participating political subdivision, unless one or more of the entities cancel its/their election, in which case the early voting expense shall be borne the participating political subdivision or Entities that conduct an election.

If any ISD or City cancels an election, the canceling political subdivision shall be responsible only for those reasonable expenses that it incurs or that are incurred on its behalf prior to the date of cancellation.

5. General Conditions.

- (a) Regular Navarro County voting locations will be used.
- (b) Each political subdivision holding an election agrees to use Vote Centers on Election Day.
- (c) Each political subdivision holding an election agrees to use the Navarro County Main Early Voting locations and hours as their only early voting polling location and hours except as provided by paragraph 4 (d) above.
- (c) This Contract shall automatically terminate upon completion of the activities related to the Election held on May 4, 2019. The parties may elect to renew this agreement for subsequent elections on the same terms and conditions as set forth herein, or on such other terms as they may agree.
- (d) Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to an election is to be filed.
- (e) The County EA shall file copies of this contract with the County Treasurer and the County Auditor of Navarro County.

(f). This agreement may be executed in multiple counterparts.

SIGNATORIES

CITY/SCHOOL/POLITICAL SUBDIVISION: Navarro College

Kevin J. Fegan
Presiding Officer/ Superintendent/ Mayor President (circle one)

Teresa Thomas
Vice President Secretary/Other (Circle as applicable)

Teresa Thomas, CPA
VP Finance + Administration
Other (Please specify)

NAVARRO COUNTY, TX

H.M. Dayenport
H.M. Dayenport, Navarro County Judge

Dan Teed
Dan Teed, Navarro County Election Administrator