

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

**JOINT ELECTION SERVICE CONTRACT BETWEEN THE
COUNTY ELECTIONS ADMINISTRATOR AND THE ATASCOSA
EMERGENCY SERVICES DISTRICT No. 1**

On this the 18 day of February 2025 the ATASCOSA EMERGENCY SERVICES DISTRICT NO. 1 of Lytle, Texas hereinafter referred to as "CONTRACTING AUTHORITY" and Atascosa County, Texas, hereinafter referred to as the "COUNTY", on behalf of the duly appointed Election Administrator of Atascosa County, Texas, Cathryn Seiter, County Elections Officer of Atascosa County, Texas, collectively referred to as parties, pursuant to authority of Section 31.092 (a), of the Texas Election Code, and Chapter 791 of the Texas Government Code, for the conduct and supervision of the ATASCOSA EMERGENCY SERVICES DISTRICT NO. 1 2025 Joint General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the ATASCOSA EMERGENCY SERVICES DISTRICT NO. 1 and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. CONTRACT SERVICES

This Contract shall be for the conduct and supervision of the General Election to be held on the Election Date: May 3, 2025. The Election herein described shall include the following services if checked by the CONTRACTING AUTHORITY:

- (X) The early voting process on allowed early voting days;
- (X) Any runoff election, if necessary.

II. CONSIDERATION

This Contract is entered into in consideration of the mutual covenants and promises as herein described.

III. DUTY AND SERVICES OF THE COUNTY ELECTION OFFICER

The County Election Officer shall be responsible for performing the following duties for Election Day Voting, Early Voting and/or Runoff Election Voting as herein above designated and shall furnish the following services and equipment:

1. Procure all necessary election equipment including:
 - A. DS 200
 - B. Express Vote
 - C. ePollbook

2. Provide (1) Electronic Voting Machine, and any other necessary voting machines and equipment and prepare the equipment for use at the polling locations.
3. The County is to assure proper election judges and clerks for Early Voting, election day judges and clerks, early voting ballot board members, and central count workers to be present when needed after being recruited by County. The County will follow the Texas Election Law Calendar as to the election hours needed.
4. Contact the election judges and clerks to notify them of the date, time and place of the election and arrange for a facility for holding the election.
5. Arrange for the use of a central counting station and for the tabulation personnel and equipment needed at the counting station and assist in the preparation of computer programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
6. Procure, prepare, proof and distribute sample ballots and ballots, including responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code. The CONTRACTING AUTHORITY shall accept the proof of ballots and provide acceptance of the proof by signature. Costs for any revisions to the ballots after the CONTRACTING AUTHORITY has accepted the proof will be the sole responsibility of the CONTRACTING AUTHORITY.
7. Require that the CONTRACTING AUTHORITY publish the legal notice of the date, times, and polling locations for the election.
8. Require that the COUNTY publish the legal notice of the date, time and location of the test of the electronic tabulating equipment and conduct such test.
9. Arrange for all notifications, including Writ of Election, training, and compensation for all presiding election judges and alternate judges.
10. Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the party responsible for holding the election.
 - a. Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.
 - b. Receive mail ballot applications on behalf of the CONTRACTING AUTHORITY. The County Elections Administrator or designee shall process all

applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the CONTRACTING AUTHORITY will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing. Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.

- c. Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.
- d. Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the CONTRACTING AUTHORITY agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.
- e. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- f. Prepare the unofficial tabulation report after all precincts that have been counted and provide a copy of the report to the contracting agent as soon as possible after all returns have been tabulated. The CONTRACTING AUTHORITY will be responsible for the official canvass of the election.
- g. Provide at no cost for the storage of election records as provided by law.
- h. Provide, at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the CONTRACTING AUTHORITY is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The CONTRACTING AUTHORITY shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

IV. GENERAL CONDITIONS

Nothing contained in this contract shall authorize or permit:

1. A change in the officer with whom or the place at which any document or record relating to the election is to be filed;
2. A change in the location at which any function is to be carried out;
3. A change in the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records; or any other nontransferable functions specified by Section 31.0960 of the Texas Election Code.

The County Election Officer will not be responsible for preparing any submissions of voting changes to the U.S. Department of Justice, which shall be the sole responsibility of the CONTRACTING AUTHORITY.

The County Election Officer is the agent of the political subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the County Election Officer's duties, and the County Election Officer is not liable for the CONTRACTING AUTHORITIES' failure to pay a claim.

The County Election Officer will receive all invoices, check in the invoice and will send a final bill to the Contracting Authority for payment of the actual cost incurred for each entity.

The County Election Officer will review all pay sheets and pay election workers. Contracting Authority's final bill will reflect the amount due the County for the joint election workers pay, according to how many entities have a joint election conducted on the same day.

The County Election Officer shall file copies of this contract with the County Treasurer of Atascosa County, Texas, and the County Auditor of Atascosa County, Texas, not later than the 10th day after this election services contract is executed (Section 31.099, Texas Election Code).

Only the actual expenses directly attributable to this contract may be charged. (Section 31.100 (b), Texas Election Code). The County Election Officer must submit the actual cost incurred pursuant to the political subdivision no later than the 15th day after the final election and/or all invoices have been received from the suppliers.

Regarding the Electronic Voting Equipment, the County Commissioner's Court has set a rate of 6% of the actual cost incurred to be charged per machine, per day, with exception of Tally & Servo and the Licensing Support fee which will be a set rate for the entire election.

The CONTRACTING AUTHORITY assumes responsibility for any loss, damage or other harm to said equipment while in the possession of and/or being used by CONTRACTING AUTHORITY.

The County Election Officer may collect 10% above the actual costs incurred as an administrative fee for duties and services performed.

If the election is canceled for any reason this contract is null and void, provided that COUNTY timely receives a written "Notice to Cancel Election" from the subdivision to keep on file. However, CONTRACTING AUTHORITY shall be liable for all expenses under this contract incurred prior to the County receiving a written "Notice to Cancel Election". For purposes of this contract, submission of any required information or notices shall be to the following individuals by email or by certified mail.

For the County:

Name: Cathy Seiter
Email: elections@co.atascosa.tx.us
Mailing Address: 914 N. Main St. Ste. 115
Jourdanton, Tx 78026

For the Contracting Authority:

Name: Dominique Fuentes
Title: President
Email: dfuentes@atascosaesd1.com
Mailing Address: PO Box 1955
Lytle TX 78052

V. SEPARATE ELECTION-NOT EXCLUSIVE

By signing this Joint agreement with the County, the CONTRACTING AUTHORITY is acknowledging that the County Election Officer may enter into a separate election services contract with another entity for an election conducted on the same day. The CONTRACTING AUTHORITY is also acknowledging that it is sharing a polling location with another entity, they may also be sharing the same electronic voting equipment. This is at the discretion of the County Election Officer.

VI. ERRORS AND OMISSIONS

While every effort and procedure will be undertaken by COUNTY, it is agreed that errors and omissions of any kind, including tabulation errors, errors committed by election Judges and Clerks and equipment failures shall be the responsibility of the CONTRACTING AUTHORITY, except for gross negligence on the part of COUNTY.

VII. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

VIII. AMENDMENT AND SERVERABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the XXX and Atascosa County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

WITNESSETH THE FOLLOWING SIGNATURE AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW.

THE ATASCOSA EMERGENCY SERVICES DISTRICT NO. 1



(signature)

By: Dominica Fuentes

Title: President

Date: 2/18/2025

ATASCOSA COUNTY:

By: Weldon Cude

Title: Atascosa County Judge

Date: _____