

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "**Contract**") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF WILLIAMSON COUNTY, TEXAS ("**Contracting Officer**"), and the entity set forth on the signature page of this Contract (the "**District**"), pursuant to the authority under §31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the District expects to call an election during the term of this Contract and during any renewal term of this Contract (the "**Election**");

WHEREAS, the District desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the Contracting Officer and the District desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

I. PURPOSE; SCOPE; APPOINTMENT.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. For purposes of this Contract, the term "**Election**" will include any resulting recount, or election contest. If a run-off is necessary, the District will work with the Contracting Officer to determine a mutually acceptable run-off date.

B. The Contracting Officer is hereby appointed to serve as the District's Election Officer and Early Voting Clerk to conduct the Election for those areas of the District located in Williamson County. As District's Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law, except as otherwise provided in this Contract.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

A. *Nomination of Presiding Judges and Alternate Judges.* Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to District.* Contracting Officer will provide District with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before election day. District acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judge is responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than 20 days from the date of the election unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board.

D. *Contracting with Third Parties.* In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

E. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, in his discretion, election schools to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the District's territory.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on election day (and to the early voting clerks during early voting) the following election supplies: election kits (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code), pens, pencils, tape, markers, paper clips, ballot box seals, sample ballots, tacks, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The election day list of registered voters shall be arranged in alphabetical order by each precinct.

H. *DREs.* The Contracting Officer shall provide, at each polling location, at least one voting station with a voting system that: (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot.

I. Precinct Ballot Counters and Transport Bags. The Contracting Officer shall make available for use in the election the appropriate number of Williamson County-owned precinct ballot counters and transport bags to carry election supplies. The precinct ballot counters and transport bags will be returned to the Contracting Officer at the conclusion of the election. The Contracting Officer shall deliver the precinct ballot counters (M100s) and have transport bags (containing election supplies) ready to be picked up by each presiding judge, or the designee of the presiding judge, prior to the early voting period (for early voting) and 2 days before Election Day (for election day voting) at 301 SE Inner Loop, Georgetown, Texas 78626 and shall notify each presiding judge of the time such shall be ready.

J. Ballots. The Contracting Officer shall be responsible for the preparation, printing, programming, and distribution of ballots and sample ballots, provided that the District will prepare the text of such ballots as set forth in Section III.C. below. Without limiting the foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (referred to as DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies. In addition, the Contracting Officer will prepare the paper, optical, and auditory ballots for the election. The ballots shall be in English with the Spanish translation included.

K. Early Voting. In accordance with §§31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his deputies at 301 SE Inner Loop, Ste 104, PO Box 209, Georgetown, Texas 78627-0209. Applications for mail ballots erroneously mailed to the District shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 301 SE Inner Loop, Georgetown, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 301 SE Inner Loop, Ste 104, Georgetown, TX on the day after early voting ends during each term of this Contract.

L. Election Day Polling Locations. The election day polling locations are determined by the Contracting Officer. The Contracting Officer shall arrange for the use of all election day polling places and shall arrange for the setting up of all polling locations for election day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The District understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

M. Ballot Tabulation. The Early Voting Ballot Board shall be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the

auspices of the Contracting Officer, and will, thereafter, transport all election records to the Contracting Officer.

N. *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by §127.201 of the Texas Election Code and submit a written report to the District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by §127.201(E) of the aforementioned code.

O. *Election Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under §66.056(a) of the Texas Election Code. If necessary, Contracting Officer shall provide a copy of the tabulation to the Travis County Central Counting Station as soon as possible after the Contracting Officer has received the precinct returns on election night.

P. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the District, if requested.

Q. *Schedule for Performance of Services.* The Contracting Officer will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

R. *Compensation of Election Workers.* The Contracting Officer will compensate all election workers, including election day and early voting judges and clerks and judges for election night and early voting returns, in accordance with the Contracting Officer's established compensation policies.

S. *Pre-Clearance.* The District shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. The Contracting Officer will provide the District with information on changes affecting the District's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or his office.

III. RESPONSIBILITIES OF THE DISTRICT. The District shall assume the following responsibilities:

A. *Applications for Mail Ballots.* The District shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the District shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, Canvass.* The District will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the District necessary to the conduct of the Election. The District will be responsible for conducting the official canvass of the Election.

C. *Ballot Text.* The District will be responsible for preparing the text for the District's official ballot in English and Spanish, or other languages as required by law. The District will provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot.

The District shall also provide approval once the Contracting Officer submits it for review by e-mail or by signature in person.

D. Custodian of Records. The Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. above. The District will be responsible for having a District representative serve as the custodian of all other election records.

E. Annual Voting Report. The District will be responsible for filing its annual voting system report to the Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. PAYMENT

A. Charges. In consideration for the joint election services provided hereunder by the Contracting Officer, the District will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** The District's **projected** share of election costs will be determined on a pro rata basis using the following method: The number of precincts each District has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each District for election services will be calculated by multiplying the proportional percentage of each District by the total cost of the election.

2. **Administrative Fee.** The Contracting Officer will charge a fee equal to 10% of the District's **projected** share of the total costs of each election.

3. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook; and
- \$475.00 per M100 precinct ballot counter (election day only).

The District's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the early voting period (excluding M100 precinct ballot counters) and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. **Flat Fee for Political Subdivisions of Less Than Three Precincts.** Any political subdivision encompassing three precincts or less will be charged a flat fee of \$2,000 to administer its election.

B. Partial Payment. The District agrees to pay the Contracting Officer **\$2,000** (67% of the **(\$1,340) estimated** cost) no later than the 50th day before the election, to cover a portion of the estimated projected share of election costs. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable) to the District for the actual expenses directly attributable to the services provided to the District hereunder.

C. **Final Payment.** In the event the actual election costs exceed the District's partial payment, the difference between the actual costs and the partial payment will be paid by the District within 30 days after receiving an itemized invoice from the Contracting Officer. Payment shall be made by check payable to WILLIAMSON COUNTY and mailed to:

Rick Barron
Elections Administrator
PO Box 209
Georgetown, TX 78627-0209

Any monies remaining after the payment of all costs of elections bills shall be the property of the District and returned to it. If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. Payments made by the District in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the District.

V. **TERM AND TERMINATION**

A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for five additional one-year terms.

C. **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contracting Officer for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

D. **Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.

VI. **COMMUNICATIONS**

A. The District and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Contract and provide the name and contact information for that individual to each entity.

B. Throughout the term of this Contract, the District and the County will engage in ongoing communications issues related to District elections, the use of County's voting equipment, and the delivery of services under this Contract and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the District to discuss and resolve any problems which might arise under this Contract.

C. The Election Officer shall be the main point of media contact for election information related to election administration. The District shall designate a contact to be the main point of contact for matters related to the content of the District's ballot or candidates.

VII. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with §31.096 of the Texas Election Code, nothing in this Contract shall be construed as changing:

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
3. the authority to serve as custodian of election records, except that the Contracting Officer, will serve as the custodian of voted ballots as set forth in §II.P above.

B. ***Cancellation of Election.*** If the District cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV above) as soon as reasonably possible after the cancellation and the District shall make payment therefore in a manner similar to that set forth in Article IV above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing.

C. ***Contract Copies to Treasurer and Auditor.*** In accordance with §31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer of Williamson County, Texas and the County Auditor of Williamson County, Texas.

D. ***Representatives.*** For purposes of implementing this Contract and coordinating activities hereunder, the District and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the District or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the District:

Pearson Place Road District
c/o Williamson County
701 Main Street
Georgetown, Texas 78626

For the Contracting Officer:

Rick Barron
Elections Administrator
Williamson County
PO Box 209
Georgetown, TX 78627
Tel: (512) 943-1622

E. ***Amendment/Modification.*** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by

the parties hereto. No official, representative, agent, or employee of Williamson County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Williamson County, Texas. No official, representative, agent, or employee of the District has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectively.

F. *Relationship of the Parties.* Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. *Severability.* If any provision 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 provisions of this Contract; and, parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

H. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Contract, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Contract.

I. *Entire Agreement.* This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2010.

CONTRACTING OFFICER:

Rick Barron, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____.

THE DISTRICT:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:
