

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Contract for Election Services and Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“**ADMINISTRATOR**”), and the CITY OF ELGIN (the “**CITY**”), a political subdivision of the State of Texas, individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 3, 2020; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 3, 2020, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the CITY agree to conduct their respective November 3, 2020 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY’S Election Officer and Early Voting Clerk to conduct the CITY’S November 3, 2020 election. As CITY’S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY’S November 3, 2020 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III

ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 3, 2020 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will 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 ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the CITY for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a

written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide 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;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as “regular early voting clerk” for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

(B) preparing the text for the CITY’S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 18, 2020, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the

CITY;

- (D) conducting the official canvass of the CITY'S election;
- (E) having a CITY representative serve as the custodian of its election records; and
- (F) filing the CITY'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 3, 2020.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR 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 CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 3, 2020 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 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 BASTROP County, Texas.

8.06 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior

understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY:

Chris Cannon
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

COUNTY and ADMINISTRATOR:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2020.

COUNTY:

BY: _____

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2020.

ADMINISTRATOR:

BY: _____

Kristin Miles
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2020.

CITY:

BY: _____

Chris Cannon
Mayor At-Large
City of Elgin
Elgin, Texas

EXHIBIT "A"

ESTIMATED COST FOR CITY OF ELGIN

Election Expenses	\$ 6,626.47
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 6,826.47
10% ADMINISTRATIVE FEE	<u>\$ 682.65</u>
TOTAL	<u>\$ 7,509.12</u>