

THE STATE OF TEXAS                     )  
  )       JOINT ELECTION SERVICES CONTRACT  
COUNTY OF EL PASO                    )

This is a JOINT ELECTION SERVICES CONTRACT ("Contract") pursuant to Texas Election Code Sec. 271.002 et seq. This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between City of El Paso, Texas ("City of El Paso") and El Paso County, Texas, ("the County".)

1.     RECITALS. City of El Paso is a political subdivision situated wholly within El Paso County, Texas. City of El Paso has scheduled a Special Election for November 3, 2015 in conjunction with the General Election to be held on the same date. The County and City of El Paso have determined it is in the public interest that the County and City of El Paso conduct a joint election. Therefore the following Joint Election Services Contract is made and entered into for the purpose of conducting the election jointly in the election precincts which can be served by common polling places.

2.     DUTIES AND SERVICES OF CONTRACTING OFFICER.

All services to be performed by the County may be delegated to the County 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 City of El Paso certain election services and equipment needed by City of El Paso in connection with holding an election on November 3, 2015.
- (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 City of El Paso 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 one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (m) Arrange for use of a central counting station and for the tabulating 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 City of El Paso with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by City of El Paso, 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 has been performed, including on temporary employees that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for City of El Paso.
- (w) The County shall provide the requested services by and through its County Election Administrator (the "Contracting Officer").

### 3. DUTIES AND SERVICES OF City of El Paso.

City of El Paso 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 for execution by the appropriate City of El Paso 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 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 US. 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 ten (10) days before Election Day;
- (l) Pay the balance of conducting the election and additional costs, within thirty days from the receipt of an invoice from the Elections Administrator.

#### 4. COST OF SERVICES.

City of El Paso 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. GENERAL TERMS AND CONDITIONS.

- (a) A total of one hundred and sixty seven (167) precincts plus fourteen (14) permanent early voting stations, and one hundred and twenty nine (129) polling locations will be used for conducting the election.
- (b) City of El Paso acknowledges that the County may enter into a similar Joint 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. City of El Paso 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 the agreement.
- (f) Nothing in this agreement 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 City of El Paso nor any employee of City of El Paso is an agent or employee of the County/Elections Administrator, and neither County/Elections Administrator nor any employee thereof is an agent or employee of City of El Paso. This agreement 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) City of El Paso 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) Venue is in El Paso County Texas.

**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager


APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Elizabeth Ruhmann  
Assistant City Attorney

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**COUNTY OF EL PASO, TEXAS:**

  
\_\_\_\_\_  
Veronica Escobar  
County Judge