

CITY CLERK DEPT.  
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THE STATE OF TEXAS                    )  
  )  
COUNTY OF EL PASO                    )        CONTRACT FOR ELECTION SERVICES

This is a CONTRACT FOR ELECTION SERVICES ("Contract") made pursuant to Texas Election Code Sec. 31.091 *et seq.* entered into by and between the CITY OF EL PASO ("CITY") and EL PASO COUNTY, TEXAS, ("COUNTY") by and through the County Elections Administrator ("CONTRACTING OFFICER").

1.     RECITALS. CITY is a political subdivision situated partly or wholly within El Paso County, Texas. CITY has ordered a Special Election to be held on May 7, 2016 and has requested the COUNTY to perform election services as provided by and under Election Code Sec. 31.091 *et seq.* The COUNTY and CITY have determined that it is in the public interest that the following contract be made and entered into for the purpose of having the COUNTY, through its Elections Administrator, furnish to the CITY certain election services and equipment needed by the CITY on May 7, 2016, in connection with the holding of the special election to fill a vacancy in Representative District 2.

2.     DUTIES AND SERVICES OF CONTRACTING OFFICER. Any services to be performed by the COUNTY may be delegated to the County Elections Administrator. The County 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 certain election services and equipment needed by CITY in connection with holding an election on MAY 7, 2016;
- (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 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 with a precinct by precinct roll of registered voters in a mutually agreed upon format;
  - (t) If requested by CITY, 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, including temporary

employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for CITY has been performed.

- (w) The COUNTY shall provide the requested services by and through its County Elections Administrator (the "Contracting Officer").

3. DUTIES AND SERVICES OF CITY. The CITY shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk;
- (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 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 thirty (30) 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 (30) days from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES. CITY 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 twenty four (24) precincts plus three (3) stationary early voting stations, one (1) mobile early voting station and eighteen (18) polling locations will be used for conducting the election.
- (b) CITY acknowledges that the COUNTY may enter into a similar Contract for Election Services 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 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 nor any employee of CITY is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of CITY. 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 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.


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IN WITNESS WHEREOF, the parties have executed this Contract at El Paso, Texas on the  
dates noted below.


CITY OF EL PASO, TEXAS

  
\_\_\_\_\_  
For Tomás González  
City Manager  
Date: \_\_\_\_\_

COUNTY OF EL PASO, TEXAS

  
\_\_\_\_\_  
Lisa Wise  
Elections Administrator  
Date: 3/28/14

Approved as to Form:

  
\_\_\_\_\_  
Elizabeth Ruhmann  
Asst. City Attorney