

STATE OF TEXAS                   §  
  §       **Interlocal Governmental Agreement for Joint Election**  
COUNTY OF TEXAS           §

This Agreement is entered into by and between the City of El Paso ("City"), a municipal corporation situated in El Paso County, Texas, and El Paso Independent School District ("EPISD"), a Texas Independent School District situated in El Paso County, Texas, pursuant to the Interlocal Cooperation Act, Art. 791.001 *et seq.*, Texas Government Code, and Chapter 271 of the Texas Election Code.

**WITNESSETH**

**WHEREAS**, the City and EPISD, desire to hold a joint election on May 6, 2017, pursuant to applicable legal provisions;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1.       **ARTICLE I - PURPOSE.** The purpose of this Agreement is to allow the City of El Paso and EPISD to hold a joint election on May 6, 2017, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions. This Agreement shall also apply to a runoff election, if both parties conduct runoff elections following the May 6, 2017 election.

2.       **ARTICLE II - TERM.** The term of this Agreement is to commence upon final execution of this Agreement by all parties and shall end by July 17, 2017.

3.       **ARTICLE III - LOCATION OF COMMON POLLING PLACES.** The voters of particular election precincts may be served in this joint election by a common polling place located outside the boundary of the election precinct, inasmuch as the parties hereto have determined that the locations of such polling places, as recommended by the County Elections Administrator, will adequately and conveniently serve the affected voters, and will facilitate the orderly conduct of the election, pursuant to Section 271.003 of the Texas Election Code.

4. ARTICLE IV - ALLOCATION OF EXPENSES. The City of El Paso and the El Paso Independent School District agree to provide to the El Paso County Elections Department ("Elections Department"), from current revenues available to the paying party, their respective share of costs, as determined by the Elections Department pursuant to their respective agreements with the Elections Department for the election, pursuant to Section 271.004 of the Texas Election Code. If either party cancels an election, then its share of the costs shall be adjusted accordingly.

5. ARTICLE V - EARLY VOTING. The parties hereto agree to conduct their early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

6. ARTICLE VI - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. ARTICLE VII - LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. ARTICLE VIII- ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

*(Signatures follow on the next page)*

EXECUTED THIS \_\_\_\_\_ day of February, 2017 by:

THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:


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

APPROVED AS TO FORM:


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

EXECUTED THIS \_\_\_\_\_ day of February, 2017 by:


EL PASO INDEPENDENT  
SCHOOL DISTRICT:

  
\_\_\_\_\_  
Dori Fenenbock, President  
Board of Managers

ATTEST:

  
\_\_\_\_\_  
Trent Hatch, Secretary  
EPISD Board of Trustees

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Joanne C. Collins  
EPISD General Counsel

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.*, effective this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the EL PASO INDEPENDENT SCHOOL DISTRICT ("EPISD") and COUNTY OF EL PASO, TEXAS ("County"), by and through the County Elections Administrator ("Contracting Officer").

1.     RECITALS. EPISD is a political subdivision situated partly or wholly within El Paso County, Texas. EPISD has scheduled a May Uniform Election to be held on May 6, 2017 and has requested the County to perform election services as provided by and under Election Code Sec. 31.091 *et seq.* The County and EPISD 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 the Contracting Officer, furnish to EPISD certain election services and equipment needed by EPISD on May 6, 2017, in connection with the holding of the May Uniform Election.

2.     DUTIES AND SERVICES OF CONTRACTING OFFICER. Any services to be performed by the County may be delegated to the Contracting Officer. The Contracting Officer 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 EPISD in connection with holding an election on May 6, 2017;
- (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;

- (c) 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 EPISD 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 EPISD with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by EPISD, 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, which may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for EPISD has been

performed.

The County shall provide the requested services by and through the Contracting Officer.

3. DUTIES AND SERVICES OF EPISD. EPISD shall:

- (a) Adopt an order appointing the Contracting Officer 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 EPISD 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 Contracting Officer;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Contracting Officer as soon as possible but not later than **sixty (60) 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 Contracting Officer if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Contracting Officer;
- (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 Contracting Officer's estimated costs no later than ten (10) days before Election Day; and
- (l) Pay the balance of conducting the election and additional costs, within thirty (30) days from the receipt of an invoice from the Contracting Officer.

4. COST OF SERVICES. EPISD shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A), which is

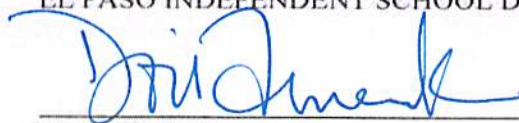
mutually agreed upon.

**5. GENERAL TERMS AND CONDITIONS.**

- (a) A total of fifty two (52) precincts plus six (6) permanent early voting stations, and thirty nine (39) polling locations will be used for conducting the election.
- (b) EPISD 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. EPISD 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, or 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) For Joint Elections held in conjunction with the County of El Paso Elections, a "Joint Election Contract" shall be entered.
- (e) The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (f) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (g) 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.
- (h) Neither EPISD nor any employee of EPISD is an agent, or employee, of the County or Contracting Officer and neither the County or Contracting Officer nor any employee thereof is an agent or employee of EPISD. 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.
- (i) EPISD 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' and officials' rights under the Texas Tort Claims Act.
- (j) Venue is in El Paso County, Texas.

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

EL PASO INDEPENDENT SCHOOL DISTRICT

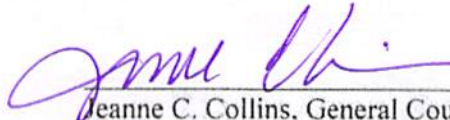


Name: Dori Fenenbock

Title: President, Board of Trustees

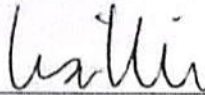
Date: \_\_\_\_\_

Approved as to Form:



Jeanne C. Collins, General Counsel

COUNTY OF EL PASO, TEXAS



Lisa Wise

Elections Administrator

Date: 2/7/16 \_\_\_\_\_



Elections Department  
 500 E. San Antonio Ave. Suite 314  
 El Paso, Texas 79901  
 Phone (915) 546-2154  
 Fax (915) 546-2220  
 www.epcountyvot



## El Paso Independent School District

May 6, 2017

### Estimate "Exhibit A"

Payroll		
1. Central Counting Station	\$	2,902.05
2. Early Voting	\$	9,965.70
3. Election Day	\$	11,628.00
4. Staff Overtime	\$	3,212.09
5. Temporary Help	\$	4,117.80
6. Training	\$	2,335.05
<b>Payroll Total</b>	\$	<b>34,160.69</b>

Election Expenses		
7. Election Tabulation Software and Supplies	\$	1,500.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	642.09
9. Poll Books	\$	743.07
10. Publication of Notices	\$	22.00
11. Parking Garage Judges and Clerks	\$	200.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	250.00
13. Internet Connections- Early Voting	\$	205.15
14. Kits- Early Voting	\$	94.50
15. Utilities- Early Voting Locations	\$	75.00
16. Touchscreen Voting Machines- Early Voting	\$	763.00
17. Security Seals- Early Voting	\$	169.02
18. Kit- Central Count	\$	35.00
19. Kits- Election Day	\$	665.00
20. Precinct Bags- Election Day	\$	285.00
21. Encoders- Election Day	\$	483.36
22. Precinct Cards (Smart Cards)- Election Day	\$	950.00
23. Security Seals- Election Day	\$	360.24
24. Touchscreen Voting Machines- Election Day	\$	3,990.00
<b>Election Expenses Total</b>	\$	<b>11,432.43</b>
<b>Subtotal</b>	\$	<b>45,593.12</b>
<b>Administrative Fees 10%</b>	\$	<b>4,559.31</b>
<b>Grand Total</b>	\$	<b>50,152.43</b>

Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)