

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, Independent School Districts, ("ISD") Cities, ("City") Colleges ("College") and other entities in Navarro county, (collectively "Participating Entities") and will hold elections on May 1, 2021.

WHEREAS, each school, city, college and other entity in Navarro County hereby enters an agreement or agreements with the Navarro County Elections Administrator (the "county election officer") wherein the county election officer will administer and conduct each entity, ISD and city election occurring on the May 2021 uniform election date as authorized under Chapter 31 of the Texas Election Code ("Election Services Agreement"); and Chapter 271 of the Texas Election Code ("Joint Election."),

WHEREAS, each entity, ISD, and city in Navarro County desire to enter into a single Joint Contract for Election Services for the purpose of promoting economy and efficiency in the administration and conduct of the respective elections;

NOW THEREFORE, in consideration of the joint and several agreements set forth below, Participating Entities and the County agree as follows:

1. **Date.** The election covered by this agreement will be held on May 1, 2021 or on another substitute date determined by federal, state, or local authorities in compliance with the law.
2. **Duties and Services of County.** The County, acting by and through the county election officer, shall work with the Navarro County Commissioners Court, political parties, and others to perform the following duties and furnish the following services and equipment:
 - (a) Acquire and pay election judges, clerks and Central Counting Station personnel, using hiring and appointment procedures prescribed by law, paying the usual County rates of pay: \$11/hour for judges and lead clerks, \$11/hour for clerks. \$11/hour for other temporary staff hired for this election, \$25 for delivering election returns and supplies to the Central Counting Station after the close of polls.
 - (b) Arrange and pay for training of election judges and clerks, and provide lawful notice of the date, time, and place of training.
 - (c) Arrange and pay for use of polling places for early voting and election day.
 - (d) Procure, pay, and distribute election supplies, equipment, and ballots, including truck rental and pay of sheriff's deputies or others to deliver and pick up equipment.
 - (e) Assemble and edit lists of registered voters to be used in conducting the elections in conformity with the boundaries of each ISD, city, city precinct or ward, college precinct, and entity in Navarro County.
 - (f) Conduct military/overseas voting, voting by mail, early voting, election day voting, and special forms of voting as required by law.
 - (g) Arrange and pay for the acquisition, distribution, processing, and tabulation of ballots and related documents, and personnel needed to accomplish these tasks.
 - (h) Prepare, program, and conduct in-house testing of the ballots, pollbook computers, and election equipment; and arrange and pay for personnel needed to accomplish these tasks.
 - (i) Prepare, program, conduct, and provide notice for public testing of the election equipment, as required by law, and acquire and pay for a testing committee to accomplish these tasks in compliance with the law.

- (j) Prepare and carry out a partial manual recount (post-election audit) of ballots as required by the State of Texas, acquiring and paying for personnel to accomplish this task, and providing notice of the recount as required by law.
 - (k) Provide, at no cost, for storage of election records, including voted ballots and voted ballot activation cards, for the retention period prescribed by law, then destroy them in a secure manner.
 - (l) Supervise and conduct the tabulating, handling and disposition of election night returns, preparing and distributing the tabulation for the official canvass. The Central Counting Station will prepare the unofficial election night tabulation returns after the votes from all polling places have been counted and the final test required by law is completed successfully, the election office will provide a copy of the report to the official designated by the entity, city, college, or school district as soon as possible, and will provide the official canvassing tabulation after the second ballot board meeting.
 - (m) Provide information services for cities, schools, and other entities, for election officers, and for voters during and leading up to early voting and election day.
 - (n) Provide assistance and information in connection with decisions made and actions to be taken by election officers of each entity, ISD, city, and college jointly contracted with the county for the election.
 - (o) Provide free of charge, upon request, copies of all invoices received by the county for payment of services or supplies for which entities, cities, and schools are to reimburse the county.
 - (p) The county will be responsible for payment to all parties who have provided services, supplies, and voting locations for the election. Entities, schools, and cities, shall not be liable to any third parties for any default by the county in connection with holding the election,
 - (q) Provide all notices required by the county under the law, on the county election webpage, in a newspaper or publication of general circulation, to the State, and other locations required by law.
3. **Duties and Services of Entity, City or School:** The entity, city, school, or college, acting by and through their governing body or a designee thereof, shall work with the county as represented by the county election officer, political parties, Commissioners Court, and others to accomplish the following:
- (a) Determine, establish, and provide to the Navarro County election officer, their precincts, wards, and boundaries for their respective elections, if applicable.
 - (b) With assistance from the county election officer as needed, prepare all election orders, resolutions, and documents for adoption and execution by the entity, city, college, or school officers and governing body, and take all actions necessary under the law or recommended procedures for calling the election, cancelling the election, postponing the election, naming the Early Voting Clerk, Presiding and Alternate Judges for election day, the Early Voting Ballot Board, and the Central Counting Station staff required by law.
 - (c) With assistance from the county election officer, prepare and publish in an official newspaper, online, and any other location required by law, the notice of election and all other notices required to be posted by cities, schools, and other entities, during the time frame specified by law.
 - (d) Deliver to the county election officer as soon as possible, but not later than the deadline required by the County to meeting legal requirements or election equipment company service requirements (usually at least 70 days before the election) the names or propositions that are to be printed on the ballot with the exact form and spelling to be used.
 - (e) If required, conduct ballot order drawing on the first possible day, and provide the order immediately thereafter

to the county election officer by email.

- (f) Deliver all election orders and notices to the county election officer as soon as they are available, within the time frame required by law and by the election equipment company service requirements.
- (g) Each city, college, school or entity contracting with the county election officer for the May 1, 2021 election date agrees to share the county's equipment, and use the early voting and election day polling locations of the County.
- (h) Each city, college, school, or entity contracting with the county election officer for the May 1, 2021 election shall authorize by order or other appropriate action, the election date, the countywide polling locations, the early voting clerk, the early voting hours, the address and deadline for applications for ballots by mail, the location and address of early voting, and the regular and extended dates and hours of early voting as designated by the Navarro County early voting clerk.
- (i) At all times, but especially in cases of emergencies, disaster declarations, acts of God, or other situations that reasonably disable the county elections officer from safely and lawfully conducting the election, each entity, ISD, city, and college shall work with the county election office to immediately follow guidelines, suggestions, and requirements of the federal government, the State of Texas, Navarro County, and other applicable entities, to the highest extent possible, and in a timely manner. Failure to do so may release the county election officer from contractual duties, and may terminate the contract if necessary.


4. **Allocation of Costs between Entities, Cities, and Schools**

- (a) Each entity desires to contract jointly with the County to conduct and supervise elections in Navarro County, and further desires to split the fee charged by the County in an equitable manner as determined by comparative percentages of registered voters.
- (b) Each entity, city, college, and school shall pay to the county election officer a percentage determined by the comparative number of registered voters in the entity, city, college, or school, of the actual costs incurred by this election, such as ballot and equipment programming, testing, delivery and support personnel, poll workers, judge delivery fees, truck rental, equipment delivery and pickup personnel, wireless internet device charges, and mileage, together with an additional ten percent (10%) administrative fee, pursuant to Texas Election Code Section 31.100. Each entity, city, college, and school will pay their respective shares of conducting the election within 30 days of billing.
- (c) For this election, rental fees for county owned equipment are \$300 each machine, to be shared by percentages determined by the comparative number of registered voters in the entity, city, college, or school. Should other equipment need to be rented, the cost will be determined at the time of rental, on a percentage basis.
- (d) If any entity, city, college, or school cancels an election, or chooses not to contract with the Navarro County election officer for election services, equipment, and etc., the canceling entity shall be responsible only for those reasonable expenses that it incurs or that are incurred on its behalf prior to the date the cancellation notice is received by Navarro County. Cancellation notices shall be emailed to the County Election Officer at an email listed on the Navarro County Elections webpage.

5. **General Conditions**

- (a) Participating entities holding an election agree to use Navarro County Vote Centers on election day.
- (b) Participating entities holding an election agree to use the Navarro County main early voting location(s) and hours as their only early voting polling locations and hours.

- (c) This contract shall automatically terminate upon completion of activities related to the election to be held on May 1, 2021. The parties to this agreement may elect to renew this agreement for subsequent elections on the same terms and conditions as are set forth herein, or on such other terms as they may agree.
- (d) Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which the law requires any document or record relating to an election is to be filed.
- (e) The county election officer shall file copies of this contract with the County Treasurer and the County Auditor of Navarro County.
- (f) Unless otherwise agreed in the contract between the parties, where a party, including the County election officer in the case of the County, to the contract fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that that party establishes: (a) that its failure to perform was caused by an impediment beyond its reasonable control and (b) that it could not reasonably have avoided or overcome the effects of the impediment. A party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event"). This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.
- (g) This contract shall be accompanied by an itemized Expense Estimate specified in Texas Election Code 31.100 (c).

Navarro County: _____
 (Date) 12-14-2020
 County Judge

City/School/College/Entity: _____ (Date) _____
 Mayor/Superintendent/Other

 Commissioner, Precinct 1

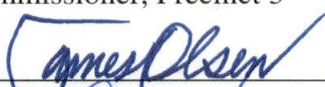
 Council/Board Member/Trustee/Other


 Commissioner, Precinct 2

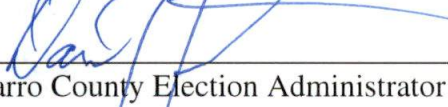
 Council/Board Member/Trustee/Other


 Commissioner, Precinct 3

 Council/Board Member/Trustee/Other


 Commissioner, Precinct 4

 Council/Board Member/Trustee/Other


 Navarro County Election Administrator

 Council/Board Member/Trustee/Other