

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, School Districts, ("ISD") Cities, (City) and other political subdivisions in Navarro County will hold elections on November 2, 2021.

WHEREAS, each ISD, City and other political subdivisions in Navarro County have entered an agreement or agreements with the Navarro County Elections Administrator (the "County EA") wherein the County EA will administer each political subdivision, ISD, and City election occurring on the November 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 political subdivision, ISD, and City and Navarro County desire to enter into a single Joint Contract for Election Services provided by Navarro County for the purpose of sharing election equipment, election expense, election polling places, election workers, and election ballots where or if appropriate;

NOW, THEREFORE, each political, subdivision, ISD, and City in the County agree as follows:

1. **Date.** The election covered by this agreement will be held November 2, 2021
2. **Duties and Services of the County.** The County, acting by and through the County EA, shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - a. Train the election judges and clerks.
 - b. Arrange for the use of polling places for Early Voting and Election Day.
 - c. Procure and distribute election supplies and distribution of ballots.
 - d. Assemble and edit lists of registered voters to be used in conduction the election, in conformity with the boundaries of each ISD, City and political subdivision in Navarro County.
 - e. Procure, prepare and distribute election supplies and equipment, transport equipment to and from the polling places.
 - f. Supervise the conduce of Early Voting.
 - g. Supervise the conduction of Election Day Voting.
 - h. Provide notice of the date, time and place of a school of instruction for election judges and clerks, and conduct such school of instruction
 - i. Arrange for use of a central counting station and for the tabulation personnel and equipment needed at the central counting station and assist in preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment
 - j. Publish notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing as required by law.
 - k. Provide at no cost for the storage of election records for the retention period prescribed by law, then destroy said election records in a secure manner.
 - l. Supervise the handling and disposition of election returns, voted activation cards, etc. and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County EA will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the official designated by the

political subdivision, City, or ISD as soon as possible after all the returns have been tabulated.

- m. Provide information services for voters and election officers during Early Voting and on Election Day.
 - n. Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of each political subdivision, ISD, and City who are responsible for holding the election.
 - o. Pay the cost of election judges and clerks: Each election judge and alternate judge will receive \$11.00 per hour and clerks will also receive \$11.00 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County EA after polls close. Election judges and alternate judges will receive \$11.00 per hour for attending election training. Clerks will also receive \$11.00 per hour to attend said training.
 - p. Provide at no cost, copies of all invoiced received by the County and/or County EA for payment of services or supplies for which each political subdivision, ISD and City are to reimburse the County Elections Administrator's Office.
 - q. The County EA will be responsible for all payment to all parties who have provided services, supplies and voting locations for the election. Political Subdivisions, ISD's and Cities shall not be liable to any third parties for any default by the County in connection with holding the election, including failure by Navarro County or its County EA to pay for services, supplies and voting locations for this election.
 - r. The clerks for Early Voting, the judge and clerks of the Early Voting Ballot Board, and the judge, alternate judge, and clerks, Manager and Tabulation Supervisor of the Central Counting Station will be provided by Navarro County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for regular County-held elections.
 - s. The judges, alternate judges, and clerks for Election Day will be provided by Navarro County using the procedures outlined in the Election law for the acquisition of election judges, alternate judges, and clerks for such elections.
3. **Duties and Services of each Political Subdivision, ISD and City:**
- a. Determine and establish the precincts for their respective elections, if applicable
 - b. Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate ISD and City officer or body, and take all actions necessary under law for calling the election, canvassing the returns and declaring the results.
 - c. Prepare and publish in the official newspaper and on the website of each subdivision all required election notices.
 - d. Provide by email all items required to be posted on the County website related to the subdivision election, at least 5 days before the required deadline.
 - e. Deliver to the County EA as soon as possible, but no later than 70 days before the election, the names or propositions that are to be printed on the ballot with the exact form and spelling that is to be used.

- f. Pay any additional costs incurred by the County EA if recount for said election is required, a runoff or a second election is required, or the election is contested in any manner.
- g. Each political subdivision, ISD, and City shall pay to the County the actual cost incurred by Navarro County in conducting this election, equipment rental fees, and an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. Each ISD and City will pay their respective shares (as calculated in paragraph 4 below) of conducting said elections, within thirty days from the date of billing. See Attachment for estimated cost for such services. The estimated costs of election may be modified as necessary, upon agreement of the County, each political subdivision, ISD and City.
- h. Deliver all election orders and notices in a timely manner.

4. **Allocation of Costs as between ISD and County**

- a. Each political subdivision desires to contract with the County to conduct and supervise their elections and further desires to split the fee charged by the County in paragraph 3(f) above in an equitable manner.
- b. As between the County, political subdivisions, ISD's and Cities Election day voting shall be held in common precincts, at polling locations as authorized and ordered by the governing body of each participating political subdivision and agreed upon by the County.
- c. The total estimated election expense is:
Express Votes and Scanner Rental – Election Day and Early Voting \$175 each.
- d. Early voting expenses shall be borne equally by all participating political subdivision unless one or more of the entities cancel its/their election, in which case the early voting expense shall be borne by the participating political subdivisions or Entities that conduct an election.
- e. Due to new legal requirements of limitations of election equipment, and other considerations, branch early voting services are not available from Navarro County during elections in 2021.
- f. Election Day voting shall be borne equally by all participating political subdivision, unless one or more entities cancel its/their election, in which case the early voting expense shall be borne the participating political subdivision or Entities that conduct an election.

If any ISD or City cancels and election, the canceling political subdivision shall be responsible for only those reasonable expenses that it incurs or that are incurred on its behalf prior to the date of cancellation

5. **General Conditions**

- a. Regular Navarro County voting locations will be used.
- b. Each political subdivision holding and election agrees to use Vote Centers on Election Day.
- c. Each political subdivision holding an election agrees to use the Navarro County Main Early Voting Location and hours as their only early voting polling location and hours. The early voting location is 601 N 13th Street, Corsicana Texas, and the hours are 7:30 am – 6:00 pm M-F October 18th -22nd. 8:00 am – 5pm Saturday October 23rd, 1:00 pm – 5pm

Sunday October 24th, 7:30 am – 6:00 pm M-W October 25-17, and 7:30 am – 7:30 pm Thursday and Friday October 28-29th.

- d. This contract shall automatically terminate upon completion of the activities related to the Election Held on November 2, 2021. The parties may elect to renew this agreement for subsequent election on the same terms and conditions as set forth herein, or on such other terms they may agree.
- e. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or recording to an election is to be filed.
- f. The County EA shall file copies of this contract with the County Treasurer and the County Auditor of Navarro County no later than 10 days after the execution of the contract.
- g. This agreement may be executed in multiple counterparts.

SIGNATORIES

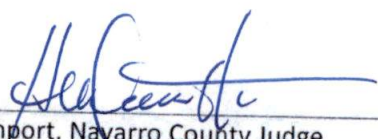
CITY/SCHOOL/POLITICAL SUBDIVISION: _____

Presiding Officer/Superintendent/Mayor/President (circle one)

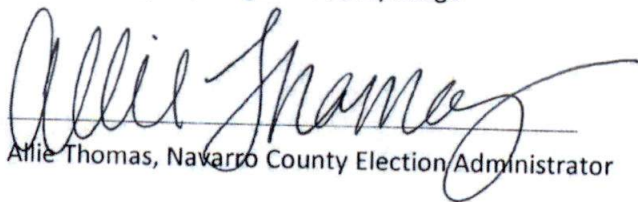
Vice President/Secretary/Other (circle if applicable)

Other (Please Specify)

NAVARRO COUNTY, TX



H.M. Davenport, Navarro County Judge



Allie Thomas, Navarro County Election Administrator