

CONTRACT FOR ELECTION SERVICES – May 1, 2021

THE STATE OF TEXAS

COUNTY OF KAUFMAN

THIS CONTRACT is made this 2nd day of March, 2021 by and between City of Forney, (“Entity”), and Brenda Samples, Tax Assessor-Collector of Kaufman County, (“County Election Officer”), collectively referred to as “the Parties”, and by authority of section 31.092 (a) Texas Election Code, for the conduct and supervision of an Entity Election or Joint Election, if applicable, including subsequent recounts, run-off-election, and election contests.

THIS CONTRACT is made pursuant to the authority vested in the Parties in Texas Government Code, Chapters 791 and 271, in order to increase the efficiency and effectiveness of Entity elections and improve both turnout and access to Entity elections.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER

The County Election Officer agrees to coordinate, supervise and handle all aspects in administering the Entity Election as outlined in this Contract, including:

- (a) Arrange for notification, including writ of Election, training and compensation for all presiding judges and alternate judges, and for determining the number of clerks or other election workers authorized to work at each voting location. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the County Elections Officer.
- (b) Provide bilingual voter assistance in compliance with Texas Election Code Section 272.009.
- (c) Arrange for the use and compensation of polling locations.
- (d) Pay cost of election judges and clerks: 1.) Early Voting: \$11.00 per hour for judges and \$10.00 per hour for clerks during early voting activity; 2.) Election Day: Each election judge will receive \$11.00 per hour and each clerk will receive \$10.00 per hour for election work. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and all supplies to the County Election Officer after the polls close.
- (e) Procure, prepare, proof and distribute ballots and election judge kits, and all other election materials and supplies.
- (f) Prepare the list and all copies of the list of registered voters to be used in conducting the election at no cost.

- (g) Provide legal notice of the date, time and place of the testing of the election tabulation equipment.
- (h) Provide all equipment, materials, supplies and appropriate training necessary to comply with state and federal law, rules and regulations, including Help America Vote Act (HAVA).
- (i) Supervise the handling and disposition of election returns and voted ballots; tabulate unofficial returns and assist in preparing the tabulation for the official canvass; prepare the unofficial tabulation report after all precincts have been counted; and provide a copy of the report to the Entity as soon as possible so the Entity can conduct the official canvass of the election.
- (j) Submit an electronic report to Entity and to the Secretary of State as required by Section 67.017(b) and provide at no cost for the storage of election records as provided by law.
- (k) Provide at no cost, copies of all invoices received by the County Election Officer for payment of services or supplies of which the Entity is to reimburse the County Election Officer.
- (l) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks and judges.
- (m) Process all requests for early voting ballots by mail (requests received by the Entity will be forwarded on the day of receipt to the office of the County Election Officer for processing) and receive marked ballots directly. An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and by personal appearance) for count.
- (n) Be responsible for payment to all Parties who have provided services, supplies and voting locations for the election.
- (o) File copies of the contract with the County Judge and the County Auditor for Kaufman County, Texas.
- (p) Is hereby appointed as the custodian of voted ballots to be preserved in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. DUTIES AND SERVICES OF ENTITY

The Entity, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution as appropriate.
- (b) Posting or publication of election notices.

- (c) Deliverance to the County Election Officer as soon as possible, but not later than the day after closing of candidate filing deadlines, the official wording for the election to be printed on the ballot with the exact forms, candidate order, wording and spelling to be used.
- (d) Payment of any additional costs incurred by the County Election Officer if a recount for the election is required, or the election is contested in any manner.
- (e) Submission to the U.S. Department of Justice under the Federal Voting Rights Act, the required notification of voting changes.
- (f) Providing services as listed in Sec. 31.096 of the Texas Election Code, except that the Entity appoints the County Election Officer as the custodian of voted ballots.

III. PAYMENT OF SERVICES

- (a) The Entity shall pay to Kaufman County a prorate share of the actual costs incurred by Kaufman County in conducting this election, together with an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100.
- (b) The estimated allocated costs for such services will be computed by the County Election Officer and delivered to the Entity thirty (30) days prior to the election. After the election, the County Election Officer shall compute the final statement for all services rendered, together with administrative fees, less any partial payments already received, and bill the Entity such net sum to be paid within thirty (30) days.

IV. TERMINATION

This Contract shall automatically terminate upon completion of the activities related to the Election.

V. AMENDMENT

This Contract together with a referenced attachment constitutes the entire agreement between the Entity and Kaufman County, supersedes all prior written oral understandings, and may only be amended, supplemented, modified or cancelled by a duly executed written statement.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified as necessary by the County Election Officer. The Entity Official shall be notified of the modified costs and reason for such modifications.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth above.

BY:

BY:

Brenda Samples
Kaufman County Election Officer

Tony Carson, City Manager

Date

Date

ATTEST:

Dorothy Brooks
Entity Secretary