



May 7, 2022

**Constitutional Amendment and Joint Election
Contract for Joint Election Services**



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THE STATE OF TEXAS § JOINT CONTRACT FOR
KAUFMAN COUNTY § ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following
AS OF FEBRUARY 1, 2022:

- KAUFMAN COUNTY
- CITY OF CRANDALL
- CITY OF FORNEY
- CITY OF KAUFMAN
- CITY OF MABANK (Kaufman County Portion Only)
- CITY OF TERRELL
- CRANDALL ISD
- FORNEY ISD
- KAUFMAN ISD
- MABANK ISD (Kaufman County Portion Only)
- ROCKWALL ISD (Kaufman County Portion Only)
- SCURRY-ROSSER ISD
- TERRELL ISD (Kaufman County Portion Only)
- KAUFMAN COUNTY EMERGENCY SERVICES DISTRICT 6
- ROSE HILL SPECIAL UTILITY DISTRICT
- KAUFMAN FRESH WATER SUPPLY DISTRICT NO. 1-B
- SPRADLEY FARMS IMPROVEMENT DISTRICT

hereinafter referred to as “Participating Political Subdivisions” and TANDI SMITH, Elections Administrator of Kaufman County, Texas, hereinafter referred to as "County Election Officer”, pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the May 7, 2022, Constitutional Amendment and Joint Election for Kaufman County voters only.

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

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station and early voting ballot board.



- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment made by Commissioners' Court and/or the Elections Board. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The County Election Officer will help determine the number of clerks to work at the polls. Election judges and early voting personnel shall be secured by the County Election Officer.
 - b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined) Or, have completed a course on Election Laws and Procedures within the last 90 days.
 - c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
 - d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$11.00 per hour and clerks shall receive \$10.00 per hour for services. Each election day judge shall receive \$11.00 per hour for services rendered; each alternate judge shall receive \$11.00 per hour for services; and clerk shall receive \$10.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Each worker that attends training class shall receive up to 2 hours of pay per election. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)
- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.



- c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of the DS200 voting machines (1 per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, and laptop computers.
 - 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, name tags, etc.
- C. The County Election Officer, Tandi Smith, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. Cities are required to have 2 days of 12 hour voting and those will be the last 2 days of early voting.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting locations within Kaufman County. Kaufman County Library, 3790 S. Houston St., Kaufman, Texas 75142 will serve as the Main Polling Location for this election.
 - d. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Kaufman County Elections Department.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.



2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
**Tandi Smith, Early Voting Clerk,
PO Box 1347, Kaufman, Texas 75142
or faxed to 972-932-1413-, or email a scanned copy of signed application to
elections@kaufmancounty.net**
(If faxed or emailed, then must receive original application within 4 days)
Application for ballot by mail must be received no later than close of business on
Tuesday, April 26, 2022.
 3. All Federal Post Card Applicants (FPCA) and Annual Mail
Ballot Applicants will be sent a mail ballot with required notices.
- g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.
- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, security and/or custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
 - d. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Kaufman County.
 - e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.



- a. The County Election Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.
- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Kaufman County website (WWW.KAUFMANCOUNTY.NET). Provisional ballots will be tabulated after election night in accordance with law.
- d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
- e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 2. The Participating Political Subdivisions can obtain the list of registered voters (Combination Forms) from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
- f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.



- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 7, 2022, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Friday, February 25, 2022.
 2. Exhibit “D” is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 3. The Participating Political Subdivisions shall approve the "ballot proof" prior to printing. Kaufman County will not be responsible for the costs of any corrections to a ballot once approved by the Participating Political Subdivision.



- D. The Participating Political Subdivisions shall post the publication of the “Election Order” and “Election Notice” by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I Part F of this contract)
- E. The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision will have until February 8, 2022 to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.
- F. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit “C” for required services.
- G. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 75% of the estimated cost to run the said election. No Participating Political Subdivisions deposit shall be less than \$500.00. **Deposits are due no later than Friday, March 18, 2022.** The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit and signed contract should be delivered within the mandatory time frame to:

**Kaufman County Elections Department
Attn. Tandi Smith, Election Administrator
100 N Washington St.
Kaufman, Texas 75142**

Deposits shall be made payable to: “Kaufman County Treasurer” with the note “for election services” included with check documentation.

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit “C.”

- A. All actual shared cost incurred in the conduct of the election will be divided by Kaufman County and the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. **Any special request made by a Participating Political Subdivision are considered an exceptional cost and will be charged directly to that**



Political Subdivision. No participating entity shall be billed less than a minimum expense of \$500.00 for the conduct of their election.

- B. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on June 18, 2022 (subject to change), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has formally approved it.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Commissioner's Court and Elections Administrator of Kaufman County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract. Joint Election Contract is authorized by the Texas Election Code Chapter 271.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Kaufman County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to



use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

- H. Due to recent concerns, if it is determined by the Kaufman County Elections Administrator and the Commissioners Court of Kaufman County that the health and safety of the Kaufman County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Kaufman County Elections Administrator and Commissioners Court of Kaufman County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Kaufman County elects not to handle the election of a local subdivision due to health and safety concerns, then Kaufman County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.
- I. Payments under this ILA shall be made from current revenues available.

- J. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.

WITNESS BY MY HAND THIS THE 4th DAY OF MARCH 2022

Hal Richards

Signature of County- Judge Hal Richards



Attest:

Laura A. Hughes

Signature of County -Clerk Laura Hughes

WITNESS BY MY HAND THIS THE 4th DAY OF March 2022.

Tandi Smith

Tandi Smith, CERA, CPL
Elections Administrator
Kaufman County, Texas

Political Subdivision:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2022.

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed