

STATE OF TEXAS

COUNTY OF ORANGE

ORANGE COUNTY, TEXAS
JOINT ELECTION AGREEMENT SERVICES CONTRACT

II PREAMBLE

- 1.01. Parties.** This Election Services Contract is entered into by and between Tina Barrow, Orange County Elections Administrator (Administrator), and the following (**ENTITIES**), a political subdivision of the State of Texas.

The City of Orange, City of Pinehurst, City of Vidor, City of Pine Forest, City of Bridge City, City of Rose City

West Orange –Cove CISD, Little Cypress-Mauriceville CISD, Bridge City ISD, Vidor ISD, Orangefield ISD

Orange County Drainage District, Orange County Navigation & Port District, Orange County Emergency District 1, Orange County Emergency District 2, Orange County Emergency District 3, Orange County Emergency District 4, Mauriceville Utility District, Orange County Water District 1 and Orange County Water District 2.

- 1.02. Statutory Authority.** The Parties are entitled to enter into this Contract pursuant to the Texas Election Code '31.092.
- 1.03 Purpose.** The purpose of this Contract is to authorize the Administrator to conduct and supervise the Entity's General Election to be held on the 2nd day of May, 2020, and a possible run-off election on June 20, 2020.
- 1.04. Consideration.** The Parties enter into this Contract based upon the mutual covenants and agreements set forth within the body of this Contract.

II OBLIGATIONS OF THE ADMINISTRATOR

- 2.01.** The Administrator shall assume the following responsibilities on behalf of the Entity:
- (a) Serve as Early Voting Clerk for the 2020 May General Election and any resulting 2020 Run-Off Election.
 - (b) Supervise the conducting of early voting as well as procure the location and personnel to conduct the early voting as the case may be. This also includes processing requests

- from voters for ballots by mail.
- (c) Provide general overall supervision of the election and, further, generally advise the Entities with respect to miscellaneous issues arising before and during the conduct of the election.
 - (d) Print and provide ballots needed for election.
 - (e) Prepare and provide ballot boxes, locks and keys for Early Voting and Election Day.
 - (f) Store ballots for the 22 month retention period.
 - (g) Procure and distribute election supplies, including the preparation of election kits and distribution of ballots. In this regard, the Administrator shall also purchase the supplies and print the ballots for use in the electronic voting machine "Express Votes" required under the Help America Vote Act ("HAVA").
 - (h) Procure, prepare, and distribute election equipment.
 - (i) Publish notice of the date, time, and place of a school of instruction for election judges and clerks, and to further assume responsibility for conducting any such school.
 - (j) Appoint and notify election judges and alternate judges of their appointment for Election Day and early voting.
 - (k) Arrange for the use of polling places for Election Day and early voting.
 - (l) Provide information services for voters and election officers during early voting and Election Day.
 - (m) Prepare list of registered voters required for use in early voting and Election Day, if needed.
 - (n) Shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State.
 - (o) Shall prepare and publish any required notices of such testing.
 - (p) Arrange for the use of tabulating personnel needed at the central counting station in preparation for tabulation of the ballots.
 - (q) Supervise the handling, counting and disposition of election returns to the Entities and assist in preparing the tabulation for the official canvass.
 - (r) On the evening of Election Day, after the polls have closed, report to the Entities the results of early voting, and of all regular voting as the ballots and/or tabulations are delivered to the office of the Administrator by or on behalf of the election judges, for the purpose of allowing the Entities to report such election results to the election candidate(s), public and news media.
 - (s) Assist the Entities in the official canvassing of election returns.
 - (t) Provide bilingual services for early voting and on Election Day for the Entities at a cost not to exceed \$100.00.

III. RESPONSIBILITIES OF THE ENTITY

3.01 The Entities shall assume the following responsibilities in conjunction with the provision of elections services under this Contract and shall assume all costs associated with the performance of its responsibilities under the Contract as follows:

- (a) Prepare all required preclearance submissions to the Department of Justice.

- (b) Prepare election orders, resolutions, notices and other related documents for approval or adoption by the Entities as the case may be.
- (c) Accept all candidate filings for place on the ballot and provide information to The Administrator.
- (d) Prepare and provide ballot layout to Elections Administrator. **(The Entities must sign off on proof of ballot from ES&S before they are printed)**
- (e) Post the publication of election notices.
- (f) Pick up all election related material except ballots.

3.02. Payment of Administrative Fees and Costs. The Entities shall be assessed, and shall pay to the Administrator an administrative fee equal to ten percent (10%) of the total cost of conducting the election or a minimum fee of \$75.00, and performance of all other responsibilities and duties as set forth in this contract.

As soon as reasonably possible after the election, the Administrator will submit an Itemized invoice to the Entities for actual costs and expenses directly attributable to coordination, supervision, and conducting of the election.

The Entities will be responsible for paying any and all costs incurred by the Administrator to conduct the election set out in the itemized invoice after the election.

Itemized cost will be based on percentage of registered voters in each Entity.

IV. GENERAL PROVISIONS

4.01. Number of Voting Locations. There shall be (20) voting districts, plus (4) early voting location established for purposes of this election.

4.02. Hold Harmless. The Entities shall hold harmless the Administrator, as well as her department, from any and all claims made arising out of an act and/or omission of The Entities to perform its obligations under the Contract. Further, the Administrator shall hold harmless The Entities, its employees, agents and officials from any and all acts and/or omissions arising out of the failure by the Administrator to perform her obligations under the Contract.

4.03. Copies of Contract. The Administrator shall file copies of this Contract with the Orange County Treasurer and the Orange County Auditor. The Entities shall maintain a copy of this Contract on file at its principal office.

4.04. Texas Law To Apply. Texas law shall apply to the Contract.

4.05. Venue. Venue for any dispute arising out of the performance of any obligation set

forth in this Contract shall lie in Orange County, Texas.

AGREED on the date last executed by either Party.

ORANGE COUNTY, TX

Tina Barrow, Elections Administrator

Date

VIDOR ISD, VIDOR, TX

David Camp

(Signature)

Feb. 10, 2020

Date

Mr. David Camp, President of the VISD Board of Trustees
(Printed Name and Title of Representative)