

THE STATE OF TEXAS

COUNTY OF TARRANT

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the TOWN OF TROPHY CLUB, hereinafter referred to as "The Town."

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a September 7, 2019 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

The Town plans to hold a special election on September 7, 2019.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Town desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The Town desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold an Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this agreement. The Town agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Election; however, The Town shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of The Town authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; The Town should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

II. LEGAL DOCUMENTS

The Town shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or The Town's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of The Town, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. The Town shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by The Town, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the September 7, 2019 joint election are different from the polling place(s) used by The Town in its most recent election, The Town agrees to post a notice no later than September 7, 2019 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the September 7, 2019 election. **This notice shall be written in the English, Spanish, and Vietnamese languages.**

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, The Town agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both the English and Spanish or English and Vietnamese languages, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, The Town shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

The Town shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which The Town's ballot is to be printed). The Town shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

Early Voting by Personal Appearance shall be conducted exclusively on Tarrant County's eSlate electronic voting system. On Election Day, voters shall have a choice between voting on the eSlate electronic voting system or by a paper ballot that is scanned at the polling place using Tarrant County's eScan voting system. Provisional ballots cast on Election Day will be cast only on the eSlate electronic voting system to prevent the possibility of paper provisional ballots being immediately counted via the eScan ballot scanner.

The number of paper ballots printed for Election Day voting shall be, at a minimum, equal to the same Election Day turnout as in the last comparable election plus 25 percent of that number, with the final number of ballots ordered per polling place or precinct adjusted upward to end in a number divisible by 50.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Town agrees to conduct early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code the Town agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Election may vote early by personal appearance at any of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by The Town shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website The Town's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	Kelley Roberson

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to The Town, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will deliver a copy of these unofficial canvass reports to The Town as soon as possible after all returns have been tabulated. The Town shall be responsible for the official canvass of the election.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for The Town unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

The Town agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

The Town agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is shown below and made a part of this Contract. This cost estimate shall serve as the cost schedule agreed upon by the contracting parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Town (i) for the actual expenses he/she incurred as described above and (ii) for the Contracting Officer's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election.

The Contracting Officer's invoice shall be due and payable by the Entity to the address set forth in the invoice within 30 days after its receipt by The Town. If the Town disputes any portion of the invoice, The Town shall notify the Contracting Officer in writing within such 30-day period or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for The Town under the terms of this agreement is listed below. The Town agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within 15 days after execution of this agreement. The exact amount of The Town's obligation under the terms of this agreement shall be calculated after the September 7, 2019 election, and if the amount of The Town's total obligation exceeds the amount deposited, The Town shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of The Town's total obligation is less than the amount deposited, the Elections Administrator shall refund to The Town the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for The Town under the terms of this agreement shall be as follows:

	Actual #	Billed #	Estimated	Deposit
Political Subdivision	Polls	Polls	Cost	Due
TROPHY CLUB	1	1.00	\$ 8,858.42	\$ 6,700.00
TOTALS	1	1.00	\$ 8,858.42	\$ 6,700.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Town may withdraw from this agreement and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Town is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of The Town plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by The Town shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of The Town to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with The Town.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of The Town agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to The Town as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
3. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.
4. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
8. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

XVII. CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Contracting Officer and the representative of The Town warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Contracting Officer:

Heider Garcia
Elections Administrator

Date_____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

By the signatures on the attached pages, the Contracting Officer and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

TOWN OF TROPHY CLUB:

C. Nick Sanders
Mayor

Date_____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared C. Nick Sanders, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

September 7, 2019 Town of Trophy Club Election (as of 7/15/19)

Precincts at Site

Election Day Polling Location

3500

Trophy Club Town Hall
1 Trophy Wood Drive
Trophy Club, Texas 76262

EARLY VOTING FOR SEPTEMBER 7, 2019
(VOTACION ADELANTADA DE EL 7 DE SEPTIEMBRE DE 2019)
(BẦU CỬ SỚM CHO NGÀY 7 THÁNG 9, NĂM 2019)

TOWN OF TROPHY CLUB SPECIAL ELECTION
(ELECCIÓN ESPECIAL DE LA CIUDAD DE TROPHY CLUB)
(Bầu Cử Đặc Biệt của Thị Trấn Trophy Club)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

August (Agosto) (Tháng Tám) 21 - 23	Wednesday – Friday (Miercoles- Viernes) (Thứ Tư – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
August (Agosto) (Tháng Tám) 24 - 25	Saturday – Sunday (Sábado- Domingo) (Thứ Bảy - Chúa Nhật)	Closed (Cerrado) (Đóng)
August (Agosto) (Tháng Tám) 26 - 29	Monday – Thursday (Lunes- Jueves) (Thứ Hai – Thứ Năm)	8:00 a.m. – 5:00 p.m.
August (Agosto) (Tháng Tám) 30	Friday (Viernes) (Thứ Sáu)	7:00 a.m. – 7:00 p.m.
August (Agosto) (Tháng Tám) 31	Saturday (Sábado) (Thứ Bảy)	8:00 a.m. – 5:00 p.m.
September (Septiembre) (Tháng Chín) 1	Sunday (Domingo) (Chúa Nhật)	Closed (Cerrado) (Đóng)
September (Septiembre) (Tháng Chín) 2	Monday (Lunes) (Thứ Hai)	Closed (Holiday) (Cerrado (Día Festivo)) (Đông)
September (Septiembre) (Tháng Chín) 3	Tuesday (Martes) (Thứ Ba)	7:00 a.m. – 7:00 p.m.

Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
Trophy Club Town Hall	1 Trophy Wood Dr.	Trophy Club	76262

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcounty.com/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcounty.com/elections
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư từ trên trang mạng của chúng tôi): www.tarrantcounty.com/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại) (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail may be submitted between January 1, 2019 and August 27, 2019 by mail, fax or email to:
(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de enero de 2019 y el 27 de agosto de 2019 por correo, fax o email a):
(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2019 và Ngày 27 Tháng 8, Năm 2019 bằng thư, fax hoặc email đến:)

Early Voting Clerk (Secretario De Votación Adelantada) (Thư Ký Bầu Cử Sớm)
PO Box 961011
Fort Worth TX 76161-0011

Fax: 817-850-2344
Email: votebymail@tarrantcounty.com