

**CONTRACT FOR ELECTION SERVICES
BETWEEN THE ELECTIONS OFFICER OF ARANSAS COUNTY
AND THE TOWN OF FULTON FOR THE MAY 6, 2023 GENERAL ELECTION**

THIS CONTRACT FOR ELECTION SERVICES (this “Contract”) is made and entered into by and between the **Elections Administrator of Aransas County, Kevin A. Stroud**, hereinafter referred to as the “**Elections Officer**” or “**Contracting Officer**,” and the **Town of Fulton, Aransas County, Texas**, hereinafter referred to as the “**Town**,” under Section 31.092 of the Texas Election Code. Both parties are sometimes referred to collectively herein as the “Parties.”

WITNESSETH:

WHEREAS, the Town expects to call an election to be held on **May 6, 2023** (the “Election”) and a run-off election, if necessary, to be held at a later date; and,

WHEREAS, the Town desires the County Elections Officer to provide certain election services for the Election in order to maintain consistency and accessibility in voting practices, polling practices, and election procedures; and,

WHEREAS, the Elections Officer and the Town desire to enter into a contract setting forth the terms and conditions of such arrangement, including the responsibilities of the respective parties.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to the parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters. This Contract also exists for the purpose of ensuring that the Contracting Officer and the Town understand the tasks each is to perform in connection with the election and the runoff election.

2. **Term.** The term of this Contract shall begin on the date that each party has executed this Contract and shall terminate upon the conclusion of the activities required herein related to the 2023 Election and, if necessary, the 2023 Runoff Election.

3. **Duties and Services of the Contracting Officer.** In accordance with Section 172.126(a), Texas Election Code, the Contracting Officer shall supervise the overall conduct of the election. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election.

a. *Election Judges.* Elections judges shall be secured by the Contracting Officer with the approval of the Town. The Contracting Officer shall notify the Town of the list of election judges and alternate judges for the Election and the Town may approve judges by written order.

b. *Notification to Presiding and Alternate Judges.* The Contracting Officer shall notify each presiding judge and alternate judge, in writing, of his or her appointment no later than the date prescribed in Section 4.007 of the Texas Election Code. The notice will include: (1) the nature and date of the election; (2) the location of the assigned polling place; (3) the eligibility requirements that apply to the judge and to election clerks; (4) the date and time of the election; (5) the rate of compensation; (6) the maximum number of election clerks the judge may appoint; and (7) the name of the presiding or alternate judge, as appropriate.

c. *Election Clerk Appointments.* The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the Town will be accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours.

d. *Election Schools.* The Contracting Officer shall be responsible for conducting one or more, at his discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular workweek. All election workers must attend a training class certified by the Texas Secretary of State. (This does not imply that election judges or clerks will be paid for attending such schools. *See*, 1 T.A.C. §§ 81.120(a) & 81.121(c))

e. *Equipment and Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and for the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks; and all consumable-type office supplies necessary to hold an election.

f. *Registered Voter Lists.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list shall be arranged in alphabetical order by precinct.

g. *Ballots.* The Contracting Officer shall be responsible for the programming of the voting devices and the printing of ballots requested by mail,

used for early voting, or used on Election Day. The Contracting Officer shall be responsible for distributing voting devices along with the election supplies.

h. *Early Voting.* In accordance with Section 31.094 of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the Election, subject to Sections 31.096 and 31.097 (b) of the Texas Election Code.

i. The Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with the Texas Election Code.

ii. The Contracting Officer shall work with the Town in securing personnel to serve as Early Voting Deputies.

iii. Early voting by personal appearance for the Election shall be conducted during the hours, time period, and at the locations listed in “**Exhibit A**,” attached hereto and incorporated herein.

iv. *Early Voting by Mail.* The Contracting Officer shall receive mail ballot applications on behalf of the Town. All applications shall be processed by the Contracting Officer in accordance with the Texas Election Code at the Election Office located at 602 East Concho, Rockport, TX, 78382. All requests for early voting ballots to be voted by mail received by the Town shall be forwarded to the Contracting Officer immediately for processing.

v. *Counting Early Votes.* All Early Voting ballots, those cast by mail or by personal appearance, shall be secured and maintained by the Contracting Officer and delivered by him or his deputy for counting in accordance with Chapter 127 of the Texas Election Code.

vi. *Ballots.* All early voting ballots, those cast by mail and by appearance, shall be secured and maintained by the Contracting Officer and delivered by the Contracting Officer or his designee for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board, at the Aransas County Elections and Voter Registration Office on Election Day.

j. *Election Day Polling Locations.* The Election Day polling locations are those listed in “**Exhibit B**,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

k. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Texas Election Code and of this Contract. The Central Counting Station Manager shall be Julie Gifford. The Tabulation Supervisor shall be Kevin A. Stroud. The Presiding Judge of the

Central Counting Station shall be Dawn Miller and the Alternate Judge shall be Sandra Musser. The required Tabulation Supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

i. *Election Night Reports.* Election night reports will be available to the Town and at the Central Counting Station on Election night and will provide individual polling location totals.

l. *Manual Counting of Ballots.* The Contracting officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State.

m. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under 66.056 (a) of the Texas Election Code and shall provide a copy of the tabulation to the Town as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state law.

n. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of the voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

o. *Paper Ballots.* In advance of the date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

4. Town's Responsibilities. The Town shall assume the following responsibilities:

a. *Election School(s).* At the request of the Contracting Officer, the Town will provide space in a Town building at no cost for the required election school or schools.

b. *Polling Locations.* The Town shall pay the respective cost of all employee services required to provide access, security, and/or custodial services for the polling locations.

c. *Applications for Mail Ballots.* The Town shall date stamp and then immediately hand-deliver to the Contracting Officer all original applications for mail ballots that it receives.

d. *Election Orders and Notices; Canvass.* The Town shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the Town's governing body.

- i. *Publication.* The Town shall be responsible for having the required election notice published as required under Section 4.003(a)(1) of the Texas Election Code.
 - ii. *Posting.* The Town shall be responsible for posting the notice as required by Texas Election Code.
 - iii. *Returning Documents to the Contracting Officer.* Promptly after approval by the Town's governing body, the Town shall return all pertinent documents to the Contracting Officer within such time as to not impede the orderly conduct of the Election.
 - iv. *The Schedule.* The Town assumes the responsibility or promoting the schedules for Early Voting and Election Day.
 - v. *Early Voting Clerk Appointment.* The Town shall be responsible for ensuring the Contracting Officer is appointed to serve as Early Voting Clerk in the Orders calling the Election.
 - vi. *Orders Calling the Election.* The Orders shall include the approval of the polling places, times, dates, and places for early voting, and the appointment of the precinct judges.
- e. *Ballot Preparation.* The Town shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names and/or propositions(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The Town shall perform the duties required for drawing for place on the ballot by candidates. The Town shall also be responsible for proofreading and approving (including bilingual titles and text) the ballot insofar as it pertains to the Town's candidates and/or propositions.

5. Non-Exclusive. It is understood that to the extent that space is available, the Contracting Officer may contract with other entities to hold elections at the same time as the Election. In the event that the Contracting Officer contracts with one or more additional entities for elections to be held at the same time, any expenses for the elections shall be divided among the entities holding the elections as illustrated in the attached "**Exhibit C**".

6. Election Workers:

- a. *Number of Election Workers.* All polling locations shall have a minimum of three (3) election workers consisting of the presiding judge, alternate judge, and a clerk.

b. *Hourly Compensation.* Presiding judges and alternate judges will be compensated at the rate of Twelve Dollars (\$12.00) per hour and election clerks shall be compensated at the rate of Twelve Dollars (\$12.00) per hour. Workers will be compensated for all hours actually worked, including time to set up the polling location, the time to complete counting, and time to wrap up paperwork, but such hours shall not exceed one (1) hour before and two (2) hours after the polling location is open for voting.

c. *Compensation for Delivery.* The presiding judge or other election worker at the polling location who picks up election supplies from the Contracting Officer and who returns remaining supplies, ballot boxes, and election records from the polling location will be compensated a flat rate of Twenty-Five Dollars (\$25.00) in addition to his or her hourly pay.

d. *Election School Compensation.* Election workers attending an election school shall be compensated a flat rate of Twenty Dollars (\$20.00).

e. *Contracting Officer to Pay and Town to Reimburse.* The Contracting Officer will pay election workers directly and will be reimbursed for such compensation by the Town.

7. Expenses:

a. *Town's Responsibility.* The Town will be responsible for payment of all expenses for polling locations used solely by the Town, including the costs of wages and salaries of election workers.

b. *Shared Expenses.* The Town agrees to share actual costs incurred with other entities who may be holding elections at the same time and place as the Town. If this occurs, the Town and the other entity will share the actual costs incurred to the extent that the costs incurred in connection with a polling location used by more than one local political subdivision such as renting polling locations and voting equipment, programming voting equipment, supplies needed for the polling place, and/or the wages and salaries of election workers. Election expenses will be divided among the entities holding elections at the same time as illustrated in the attached "**Exhibit C**".

c. *Administrative Fee.* The Town shall pay the Contracting Officer an administrative fee in the amount of Ten Percent (10%) as authorized by Section 31.100 of the Texas Election Code.

8. Billing. As soon as possible after Election Day, the Contracting Officer will submit an itemized invoice to the Town for the actual expenses directly attributable to the coordination, supervision, and running of the Election, incurred on behalf of the Town, subject to and conformance with the following:

i. *Billing and Itemized Expenses.* Generally, the Contracting Officer will be responsible for billing Town for services and supplies related to the Election. The

Contracting Officer will send an invoice after the Election is conducted, with some exceptions (see below). This invoice will include expenses for supplies, publication, printing, wages, and any other expenses reasonably and directly related to the Election, including but not limited to, rental and programming of voting equipment and audio ballots, and the Contracting Officer's fee.

ii. *Direct Invoicing by Vendor.* The Contracting Officer reserves the right to share information to facilitate direct billing to the Town by vendors. Any expenses or fees directly invoiced by vendor to the Town will not be included on the list of itemized expenses and vendors may choose to invoice the Town for such expenses or fees when incurred instead of after the Election.

iii. *Large Expenses May be Billed as Incurred.* The Contracting Officer reserves the right to bill for expenses and fees incurred on behalf of the Town that are equal to or exceeding Five Hundred Dollars (\$500.00) at the time the expense is incurred rather than waiting until after the Election.

iv. *Documentation for Expenses and Fees Billed by Contracting Officer.* Expenses and fees billed by the Contracting Officer related to wages shall be supported by timesheets. Other expenses shall be supported by invoices or receipts, except for those items that Contracting Officer provides from supplies kept in stock, so long as the Contracting Officer provides a certificate stating the number of items used and the unit cost for such items according to a vendor's standard price list.

v. *Estimated Costs of Services.* Cost estimates for election expenses are attached to this Contract as "**Exhibit C,**" and vary depending on how many entities hold elections at the time of the Election. Each of the three (3) cost estimates are incorporated as if set out fully herein. The parties acknowledge that these documents are estimates only and that the actual costs may exceed the estimates.

vi. *Notice of Increased Costs.* The Contracting Officer agrees to advise the Town as soon as possible should it becomes apparent that the actual costs of the Election will exceed the estimated costs by twenty percent (20%) or more.

9. Payment. The Town shall pay a Contracting Officer's invoice within thirty (30) days of receipt. Payments shall be remitted to:

Aransas County
Attn: Kevin A. Stroud
Elections Administrator
602 East Concho
Rockport, TX 78382

If the Town disputes any portion of the invoice, the Town shall pay all expenses not in dispute within the thirty (30) day period and notify the Contracting Officer of what expenses are disputed and the basis of such dispute. The Contracting Officer will have thirty (30) days to reply. If the parties cannot reach an agreement, the Town Manager and the County Judge will meet to discuss the disagreement and reach an amicable solution.

10. Voting System. The voting system to be used in the election and runoff election is the Hart InterCivic Verity System.

11. Non-Transferable Functions. 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 election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

12. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Aransas County, Texas and the County Auditor of Aransas County, Texas.

13. Cancellation of Election. If the Town cancels the Election, the Contracting Officer shall only be entitled to receive the actual expenses incurred prior to the cancellation and an administrative fee of Seventy-Five Dollars (\$75.00) as authorized by Section 31.100(d) of the Texas Election Code. In the event of cancellation, the Contracting Officer and the Town agree to use the billing and payment provisions set forth herein. In order to ensure the lowest possible cost to the parties, the Contracting Officer agrees to use reasonable diligence and not to incur major costs in connection with election preparations until it is known that the Election will be held, unless the Town authorizes such expenses in writing.

14. Notices. For purposes of implementing this Contract, the Contracting Officer and the Town designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Town, submission or notice shall be made to these individuals:

Contracting Officer:

Kevin A. Stroud
East Concho St.
Rockport, TX 78382
(361) 729-7431
kstroud@aransascounty.org

Town:

Stephanie Garcia, City Secretary
201 N. 7th Street; PO Box 1130
Fulton, TX 78358
361-729-5533
citysec@fultontexas.org

15. Relationship of the Parties. Each party to this Contract shall act in an individual capacity and, unless otherwise expressly stated herein, shall not act as agents, employees, partners, joint venturers, or associates of one another. The employees of one party to this Contract shall not be deemed or construed to be the employee of any other party for any purpose whatsoever.

16. Severability. If any provision in this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the remaining provisions of this Contract and the parties to this Contract shall continue to perform their respective obligations under this Contract in accordance with the remaining provisions.

17. Third Party Beneficiaries. Nothing in this Contract is intended to confer unto any person or entity that is not a party to this Contract any benefits, rights, or remedies.

18. Entire Agreement and Amendments. This Contract contains the entire agreement of the parties and supersedes all prior agreements, including any prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. This Contract may only be amended in a writing that is executed by both parties and attached hereto.

By signing below, the Contracting Officer and the Town warrant and represent that they are authorized to enter into this Contract and that each desire to enter into this Contract.

**“Elections Officer”
Aransas County**

By: _____
Kevin A. Stroud, Elections Administrator

Date: _____

ADDITIONAL SIGNATURE PAGE FOLLOWS

*Contract for Election Services, 6 May 2023 Election
Town of Fulton*

**“Town”
Town of Fulton**

By: _____
Kelli Cole, Mayor

Date: _____

(SEAL)

ATTEST:

Town Secretary

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 24, 2023 through Tuesday, May 2, 2023.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
April 24 8 AM - 5 PM	April 25 8 AM - 5 PM	April 26 8 AM - 5 PM	April 27 8 AM - 5 PM	April 28 8 AM - 5 PM	April 29 CLOSED	April 30 CLOSED
May 1 7 AM - 7 PM	May 2 7 AM - 7 PM					

Main Early Voting Location:

Aransas County Elections & Voter Registration Office (Side Entrance)
602 E. Concho St.
Rockport, TX 78382

Voting by Mail:

Kevin A. Stroud
Aransas County Early Voting Clerk
602 E. Concho St.
Rockport, TX 78382

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS

Time Period:

Saturday, May 6, 2023

7:00 a.m. to 7:00 p.m.

Vote Centers (All Precincts)

Aransas County Elections & Voter Registration Office (Side Entrance)

602 E. Concho St.

Rockport, TX 78382

EXHIBIT "C-1"

ESTIMATED COST OF MAY 2023 ELECTION

Election with Town of Fulton Only

<u>Ballots & Programming</u>	\$4,100.00
<u>Election Supplies & Distribution</u>	\$575.00
<u>Election Officials/Staffing</u>	\$9,500.00
<u>Ballot by Mail & Support</u>	\$3,200.00
<u>Equipment Rental</u> <i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 4 Verity Scan</i>	\$13,315.00
<u>Miscellaneous</u>	\$500.00
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SUBTOTAL	\$31,190.00
Administrative Fee (10%)	\$3,119.00
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TOTAL	\$34,309.00

EXHIBIT "C-2"

ESTIMATED COST OF MAY 2023 ELECTION

Election with Town of Fulton and One Additional Entity

<u>Ballots & Programming</u>	\$4,100.00
<u>Election Supplies & Distribution</u>	\$287.50
<u>Election Officials/Staffing</u>	\$4,750.00
<u>Ballot by Mail & Support</u>	\$3,200.00
<u>Equipment Rental</u> <i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 4 Verity Scan</i>	\$6,657.50
<u>Miscellaneous</u>	\$500.00
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SUBTOTAL	\$19,495.00
Administrative Fee (10%)	\$1,949.50
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TOTAL	\$21,444.50

EXHIBIT "C-3"

ESTIMATED COST OF MAY 2023 ELECTION

Election with Town of Fulton and Two Additional Entities

<u>Ballots & Programming</u>	\$4,100.00
<u>Election Supplies & Distribution</u>	\$191.67
<u>Election Officials/Staffing</u>	\$3,166.67
<u>Ballot by Mail & Support</u>	\$3,200.00
<u>Equipment Rental</u> <i>3 Verity Controller, 17 Verity Duo Touch, 3 Verity Duo Access (ADA), and 4 Verity Scan</i>	\$4,438.33
<u>Miscellaneous</u>	\$500.00
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SUBTOTAL	\$15,596.67
Administrative Fee (10%)	\$1,559.67
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TOTAL	\$17,156.34