



**JOINT ELECTION SERVICES CONTRACT**  
("Election Services Contract")

**ELECTION SERVICES AGREEMENT**

**BETWEEN**

**THE COLLIN COUNTY ELECTIONS ADMINISTRATOR**  
("Contracting Election Officer")

**AND**

**TOWN OF PROSPER, TEXAS**  
("Participating Political Subdivision")

**FOR THE CONDUCT OF A JOINT ELECTION**

**TO BE HELD ON SATURDAY, MAY 4, 2024**

**TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR**

1. ADMINISTRATION AND STATUTORY AUTHORITY

- a. Bruce Sherbet (“Bruce Sherbet”) is the duly appointed County Elections Administrator (“Elections Administrator”) of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
- b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 4, 2024. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
  - ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
  - iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his/her appointment. The presiding election judge of each vote center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
  - iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
    - 1. Election judges shall attend the Contracting Election Officer’s school of instruction (Election Law Class). A training event calendar will be provided.
    - 2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
  - v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$15.00 per hour, each alternate judge shall receive \$14.00 per hour, and each clerk shall receive \$13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

- b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
  - i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
  - ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
  - iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
  - iv. The Contracting 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 ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
    - 2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
  - i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
  - ii. The Contracting Election Officer shall select the Early Voting polling locations and arrange for the use of each.
  - iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the Early Voting dates and times and at the locations listed in Exhibit "A" attached and incorporated by reference into this Election Services Contract.
  - iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
    - 1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
    - 2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
  - v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- d. The Contracting Election Officer shall select the Election Day vote centers and arrange for the use of each.
  - i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the vote centers.
  - ii. The Election Day vote centers are listed in Exhibit "B", attached and incorporated by reference into this Election Services Contract.

- e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
  - i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
  - ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Texas Election Code. The Contracting Election Officer will post the required Notice of Logic and Accuracy Testing and Hash Validation.
  - iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
  - iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
  - v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials 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.
- f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

### 3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION

- a. The Participating Political Subdivision shall assume the following duties:
  - i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
  - ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (PDF and shape files preferred) or printed format as soon as possible but no later than Friday, February 16, 2024.
  - iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
    - 1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Friday, February 16, 2024, the official wording for the Participating Political Subdivision's May 4, 2024 Joint Election.
    - 2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

- a. If the Participating Political Subdivision fails to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.
      - iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.
        1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.
    - b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 29, 2024. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "For election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.
    - c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.
4. COST OF SERVICES.
  - a. See Exhibit "C".
  - b. Note: A Participating Political Subdivision shall incur a minimum cost of \$3,500.00 to conduct a joint election with the Collin County Elections Department.
5. RUNOFF ELECTIONS
  - a. Each Participating Political Subdivision shall have the option of extending the terms of this contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original election.
  - b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.
  - c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from the May 4, 2024 Joint Election, and to conduct its drawing for ballot positions at, or immediately following, such meeting in order to expedite preparations for its Runoff Election.
  - d. Each Participating Political Subdivision eligible to hold Runoff Elections after the May 4, 2024 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code, which will be Saturday, June 15, 2024.

## 6. GENERAL PROVISIONS

- a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's May 4, 2024 Joint Election are 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 Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.