

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

**CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS
FOR ALL JOINT ELECTIONS IN LUBBOCK COUNTY FISCAL YEAR 2026**

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, hereinafter referred to as “The Elections Administrator” (who has been duly qualified and bonded as provided for under law) and City of Wolfforth, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the “Entity” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity’s elections held during Lubbock County’s Fiscal Year, October 1, 2025, through September 30, 2026. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity’s jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the “County”), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic Verity Duo Version 2.7 Voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County’s electronic voting system in its election 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 Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in

Exhibit A. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity 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 its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible, on behalf of the Entity, for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections

Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

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 Entity's 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 the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/ her of his/her appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and the voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the cost for salary reimbursement for each hour worked by employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

For any uniform election, the Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. For any party based election, the Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$15.00 an hour for each hour worked by each Alternate Judge and \$13.00 an hour worked by the Election Clerk, or at the rate set by the Lubbock County Commissioners Court, which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for both picking up and returning the supplies, the Judge's Verity Duo Scanner, and voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The total fee charged is \$50 per each Election Day location. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the hourly rate for each hour worked by

employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

The Entity will be charged \$15.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). For party based elections, there will be two lead clerks. The Entity will be charged \$13.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. . The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant. The Entity will be charged the cost for salary reimbursement for each hour worked by employees of the Lubbock County IT Department providing technical assistance, plus mileage at the rate adopted by the Lubbock County Commissioners Court, currently \$.70 for each mile traveled by each Early Voting Troubleshooter as per IR-2024-312. This rate is subject to change without notice at any time based on Lubbock County Commissioners Court action.

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. For any uniform election, the Entity will be charged \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and \$13.00 per hour for each hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged \$15.00 per hour for each hour worked by the Central Count Judge and \$13.00 per hour for each hour worked by the Central Count Alternate Judge. For any party based election, the Entity will be charged \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and the Early Voting Ballot Board Alternate Judge, and \$13.00 per hour for each hour worked by the Clerks. Overtime will be charged for all positions. The Entity will be charged \$15.00 per hour for each hour worked by both Central Count Judges appointed by each party. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be billed \$14.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged \$15.00 for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters). For any county employees, the Entity will be charged for any time worked outside of normal business hours and days (8:00 a.m. – 5:00 p.m. weekdays, excluding holidays) at the rate of the actual hourly rate per employee.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate, as set by Lubbock County Commissioners, for Lubbock County employees who must use their personal vehicles to deliver, set up and pickup voting equipment and supplies.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

The hourly rates for the above listed categories of contractors and election workers will be determined following the conclusion of the current solicitation for temporary election workers, a process currently being completed by Lubbock County consistent with the provisions of the Texas Government Code. The price list for the provision of these services and all other contract fees consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit B** and incorporated herein by reference. The price list is subject to change based on action by the Lubbock County Commissioners Court.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations. The fee list associated with these materials consistent with Texas Election Code Section 123 and Section 31 is attached as Exhibit B and incorporated herein by reference.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall

be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit C**. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

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 Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report of how many voters checked-in at the polls on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2022

gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2022 gubernatorial election shall appoint the Alternate Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **\$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **\$15.00** per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit B attached hereto. The Entity will be charged **\$13.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. For any party based election, the Entity will be charged **\$15.00** per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, **\$15.00** per hour plus markup for the Signature Verification Committee Judge and Signature Verification Committee Alternate Judge as referenced in Exhibit B attached hereto. The Entity will be charged **\$13.00** per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

| | |
|----------------------------------|--|
| Counting Station Manager: | Roxzine Stinson, Elections Administrator |
| Tabulation Supervisor: | Kristen Phelps, Chief Deputy, Elections |
| Assistant Tabulation Supervisor: | Karyn Cruz |

Pursuant to Sec. 32.002 and 127.005, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons who are eligible to serve as the Central Count Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2022 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2022 election in the county to be the Alternate Judge.

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as vote centers report to the Central Counting Station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and vote center returns from the election to the Entity, prior to posting to the Elections Office website. Election results will be posted to the Elections Office web page located at www.votelubbock.org

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election Partial 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 the Entity and the Secretary of State's Office.

With the assistance of the Elections Administrator, the Presiding Judge of the Central Counting Station shall provide and attest to a written reconciliation of votes and voters at the close of tabulation for election day and again after the central counting station meets for the last time to process late-arriving ballots by mail and provisional ballot. TEC Sec. 127.131(f). The form shall be posted on the Lubbock County website, www.votelubbock.org, along with election returns and results as prescribed by Texas Election Code Sec. 127.131(f).

IX. POST-ELECTION HAND COUNT AUDIT

As prescribed by Texas Election Code Sec. 127.201, a manual count of all the races in at least one percent of the election day polling locations and one percent of the early voting locations or in three election day polling locations and three early voting locations, whichever is greater, in which the electronic voting system was used, shall be conducted. A manual count of all the races contained on the ballots by mail in at least one percent of the precincts in which a ballot by mail was cast and in which the ballots were counted using automatic tabulating equipment, or in three precincts in which a ballot by mail was cast and in which the ballots were counted using automatic tabulating equipment, whichever is greater, shall be conducted. The Entity elects for the Elections Administrator to conduct the manual hand count audit on behalf of the entity. The Elections Administrator shall select the polling locations and precincts at random and shall begin the count not later than 72 hours after the polls close. The count shall be completed not later than the 21st day after election day.

X. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee, if applicable, pursuant to Section 31.100(d) of the Texas Election Code.

XII. 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 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity 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 Lubbock County Records Center, who 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 Entity 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 Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Chief Deputy shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator unless otherwise required by state law.

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

XIV. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Lubbock County from any resulting liability, whether civil or criminal.

XV. MISCELLANEOUS PROVISIONS

It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has

precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract 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 Lubbock County, Texas.

In the event one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XVI. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2025, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;
- (2) It has on the _____ day of _____, 2025, been executed on behalf of the Entity by its _____, pursuant to the authority of the _____, so authorizing;

FOR CITY OF WOLFFORTH (“THE ENTITY”):

Charles Addington, II, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

Attorney for the Entity

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FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

APPROVED AS TO FORM:

Roxzine Stinson
Elections Administrator

Jennifer Irlbeck
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.
2. The Regular Early Voting Clerk for Lubbock County, Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.
3. The Elections Administrator, Roxzine Stinson, shall serve as the Joint Elections Officer in her capacity as Elections Administrator. The Joint Elections Officer will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.
4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.
5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as Joint Custodian of Records (“Joint Custodian”) for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program as required by the federal guidelines.

8. Sign language interpreters will be provided at one location on each Tuesday of early voting. The sign language interpreters will be at the United Supermarket located at 2703 82nd Street, Lubbock, Texas, 79423 (more commonly known as the 82nd and Boston location) from 8:00 a.m. until 2 p.m. on the first Tuesday of early voting and from 2 p.m. until 8 p.m. on the second Tuesday of early voting.

9. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County’s electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

10. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Texas Election Code.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as the Joint Elections Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint Early Voting Clerk for the Joint elections. Early voting for

the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity. Each Entity has the option of proofing the ballot, or allowing the candidates to proof the ballot.

5. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

6. Each Entity is responsible to post the Entity's own Election Notices and Election Orders pursuant to Sections 1.006 and 4.003(b) of the Texas Election Code.

7. The Entity is responsible to provide the Elections Administrator all contact information of the decision making person/persons for the Entity.

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day Vote Center locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such Vote Centers.

2. County party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate

established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in each of the Vote Centers used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in each Vote Center. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the Vote Center where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Roxzine Stinson, in her capacity as Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election during the State's defined mandatory office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.
2. The Elections Administrator will arrange for the transportation of the voting equipment to the central counting station.
3. Pursuant to Sec. 32.002 and Sec. 127.005 of the Election Code, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons eligible to serve as Presiding Judge and Alternate Presiding Judge of the Central Count Station to the Commissioners Court. The Commissioners Court will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Verity Ballot Scanners and other election equipment, sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. In addition, the Elections Administrator shall appoint a Tabulation Supervisor and Assistant Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.
4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.