

**November 2, 2021**

**Uniform Election**

**Contract for Election Services**

**Elections Administrator of  
Rockwall County  
and  
Wylie**

# November 2, 2021

## Uniform Election

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STATE OF TEXAS  
COUNTY OF ROCKWALL  
WYLIE

## CONTRACT FOR ELECTION SERVICES

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between Wylie, and the **ELECTIONS ADMINISTRATOR OF ROCKWALL COUNTY** pursuant to the authority in Subchapter D, Section 31.092 and 271.002 of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and execution of the Uniform Election to be held on November 2, 2021.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. PRINCIPAL DUTIES AND SERVICES OF THE EA.** The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The EA shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Tabulation Room and judge of the Early Voting Balloting Board.
1. The EA shall be responsible for notification of each Election day and Early Voting presiding judge and alternate judge of his or her appointment. The EA recommends providing up to four (4) election workers including alternate judges, clerks and interpreters. The presiding election judge of each polling place, however, will use his/her discretion to determine the working hours of the election workers during normal and peak voting hours. The EA will determine the number of clerks to work in the Tabulation Room and the number of clerks to work on the Balloting Board.
  2. Election judges (including Presiding and Alternate) shall attend the EA's school of instruction (Elections Seminar) to be held on a date determined by the EA. The Elections Seminar shall provide training in standard procedures as set forth by the Secretary of State.
  3. Election judges shall be responsible for picking up from and returning election supplies to the Rockwall County Election Administrator's office located at 915 Whitmore Dr. Suite D, Rockwall, Texas. Compensation for this pickup and delivery of supplies will be \$25.00.
  4. The EA shall compensate each election judge, alternate judge, clerk and interpreter. Each election judge and interpreter shall receive \$16.00 per hour for services rendered. Each alternate judge and clerk shall receive \$14.00 per hour for services rendered

- B. The EA shall procure, prepare, and distribute voting machines, election kits and election supplies.
  - 1. The EA shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, markers, etc.
  - 2. The EA shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
  
- C. The EA shall be appointed as the Early Voting Clerk.
  - 1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

Early Voting by personal appearance for the Uniform Election held on November 2, 2021 shall be conducted in accordance with the schedule already published.
  - 2. All applications for an Early Voting mail ballot shall be received and processed by the Rockwall County Elections Administrator's office located at 915 Whitmore Dr. Suite D, Rockwall, Texas 75087.
    - (a) Applications for mail ballots erroneously mailed to the CITY shall immediately be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.
    - (b) All Federal Post Card Applicants (FPCA) will be sent an e-mail ballot.
  - 3. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the EA. The Board shall meet for preparation of the early voting ballots at a time agreed to between the EA and the Early Voting Ballot Board Judge.
  
- D. The EA shall arrange for the use of all election day polling places.
  
- E. The EA shall be responsible for establishing and operating the Tabulation Room.
  - 1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
  - 2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in local newspapers.

3. The EA shall cause to be published in the local newspapers the required notices including notices of early voting locations, election day voting locations, and tabulation testing.
4. Election night reports will be available to the City after tabulation is completed. Provisional ballots will be tabulated after election night in accordance with the Texas Election Code.
5. The EA shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the CITY as soon as possible after all returns have been tallied.
6. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. Unless waived by the Secretary of State, if applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned code.

## **II. PRINCIPAL DUTIES AND SERVICES OF THE CITY.**

- A. The CITY shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body.
- B. The CITY shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format not later than 1 October 2021.
  1. The CITY shall deliver to the EA as soon as possible the official wording for the CITY's Bond Election.
  2. The CITY shall approve the ballot format prior to the final printing.
- C. The CITY and the EA shall determine the number of ballots to be purchased.
- D. The CITY shall compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required, consistent with charges and rates shown on Appendix A for required services. These costs will be invoiced for reimbursement.
- E. The CITY shall reimburse Rockwall County for its portion of the printing costs of any and all related materials for ballots, early voting, election day voting, election kits.
- F. The CITY shall reimburse Rockwall County for its portion of the rental of all electronic voting equipment.
- G. The CITY shall reimburse the EA for an administrative fee of ten percent (10%) portion of the total cost of the election.

- H. The CITY shall deposit its share of the election costs as set forth on Appendix A. The check is to be made payable to Rockwall County and delivered to the EA. The final costs of the election along with the ten percent (10%) administration fee will be prepared on a format similar to Appendix A and the invoice along with any supporting documentation shall be delivered by the EA. The invoice is due and payable 30 days after receipt by the CITY
- I. The CITY in the event of a contested election, agrees to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- J. The CITY in the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Rockwall County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place in the EA's office and the EA's office shall assist the Recount Supervisor and/or the Recount Coordinator in the completion of the recount.
- K. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months.

**III. COST OF SERVICES.** See Appendix A.

- A. The CITY shall share equally in the expense of conducting early voting and election day voting

**IV. GENERAL PROVISIONS.**

- A. [To the extent of the law](#), the CITY agrees to save and hold harmless the EA from any and all claims arising out of the failure or omission of the CITY to perform its obligations under this contract.
- B. [To the extent of the law](#), the EA agrees to save and hold harmless the CITY from any and all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. 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 Uniform Election held on November 2, 2021 is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.066 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of executing said election for the CITY.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Rockwall County, Texas.

WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Christopher J. Lynch, Elections Administrator  
Rockwall County, Texas

\_\_\_\_\_  
Chris Holsted, Wylie City Manager  
Rockwall County, Texas

ATTEST:

\_\_\_\_\_  
Stephanie Storm, Wylie City Secretary

## Appendix A

<b>COST OF SERVICES (Estimate)</b>				
	<b>Quantity</b>	<b>Unit Costs</b>	<b>Subtotal Costs</b>	<b>Extended Costs</b>
<b>DIRECT COSTS</b>				
<b>ES&amp;S (VENDOR)</b>				
ES&S Site Support Fee				846.50
Programming				1974.40
Ballots	3000	.30		1800.00
<b>TOTAL BILLED FROM ES&amp;S</b>				<b>4620.90</b>
<b>ROCKWALL COUNTY EA</b>				
Supply Costs				30.00
<u>Equipment Rental</u>				
Express Vote Device	5	250.00	250.00	1250.00
DS200	1	100.00	100.00	100.00
Herald-Banner (Advertisement)				133.25
<b>COMPENSATION OF COUNTY EMPLOYEES</b>				
Staff Overtime				700.00
<b>COMPENSATION OF JUDGES &amp; CLERKS</b>				
				2000.00
<b>TOTAL BILLED FROM COUNTY</b>				<b>4213.25</b>
<b>SUBTOTAL OF DIRECT COSTS</b>				
				<b>8834.15</b>
<b>ADMIN FEE (10% CALCULATED ON FINAL BILLING)</b>				
				<b>883.00</b>
<b>TOTAL CONTRACT COST</b>				<b>9717.15</b>