

THE STATE OF TEXAS)
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COUNTY OF EL PASO) **CONTRACT FOR ELECTION SERVICES**

This is a **CONTRACT FOR ELECTION SERVICES** (“Contract”) pursuant to Texas Election Code Sec. 31.091 et seq. This Contract is made this 13 day of February 2023 by and between the **Town of Anthony, TEXAS** (“Town of Anthony”) and **El Paso County Texas**, (“the County”) by and through the County Elections Administrator.

1. RECITALS. **TOWN OF ANTHONY** is a political subdivision situated partly or wholly within El Paso County, Texas. **TOWN OF ANTHONY** has scheduled an Election for **MAY 6, 2023** and has requested the County perform election services as provided by Election Code Sec. 31.091 et seq. The **County** and **TOWN OF ANTHONY** have determined it is in the public interest that the **County** and **TOWN OF ANTHONY** provide such services. Therefore, this **Contract for Election Services** is made and entered into for the purpose of the County Election Administrator to conduct the election and any resulting runoff election for **TOWN OF ANTHONY**.

2. DUTIES AND SERVICES OF CONTRACTING OFFICER.

Any services to be performed by the **County** may be delegated to the County Elections Administrator. The Elections Administrator shall serve as Early Voting Clerk. The **County** shall perform the duties and furnish the services and equipment listed below. The **County** shall:

- (a) Furnish certain election services and equipment needed by **TOWN OF ANTHONY** in connection with holding an election on **MAY 6, 2023**;
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;
- (c) Prepare lists and submit names of persons suggested for appointment as presiding election judges, alternate judges, and judge of the central counting

station;

- (d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
- (f) Arrange for the use of polling places in the election and runoff election if necessary;
- (g) Program or arrange to have the ballot programmed;
- (h) Procure and distribute necessary election supplies, and distribution of ballots;
- (i) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **TOWN OF ANTHONY** and the election precincts established for the election;
- (j) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and election day, and issue election supplies to the precinct judges.
- (k) Supervise the conduct of early voting;
- (l) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (m) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
- (n) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
- (o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (p) Provide general information services for voters and election officers;
- (q) Assist in providing general overall supervision of the election;

- (r) Provide for the storage of election records as provided by law;
- (s) Provide **TOWN OF ANTHONY** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by **TOWN OF ANTHONY**, prepare the unofficial tabulation of precinct results on election night;
- (u) Submit election night returns to the Secretary of State , in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and
- (v) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for **TOWN OF ANTHONY** has been performed.
- (w) The **County** shall provide the requested services by and through its County Elections Administrator (the "Contracting Officer").

3. **DUTIES AND SERVICES OF TOWN OF ANTHONY.**

TOWN OF ANTHONY shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **TOWN OF ANTHONY** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty (60) days** before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact

spelling that is to be used;

- (g) Provide the services necessary to translate any election documents into Spanish as required;
- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the US. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay **75%** of Elections Administrator's estimated costs no later than **sixty (60) days** before Election Day;
- (l) Pay the balance of conducting the election and additional costs, within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES.

TOWN OF ANTHONY shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (**EXHIBIT A**) which is mutually agreed upon.

5. CANCELLATION OF ELECTION OR SERVICES

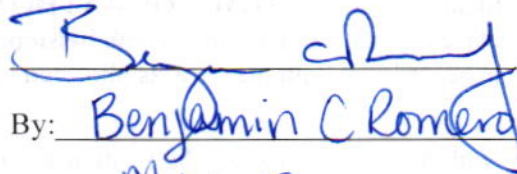
In the event that **TOWN OF ANTHONY** cancels the election pursuant to section 2.081 of the Texas Election Code, or for any other reason, **TOWN OF ANTHONY** will pay the County for all direct and actual expenses, such as payroll and election expenses, including the administrative fee, the County incurred in relation to providing the services for this election up until the time of cancellation, and for any other direct and actual expenses the County incurs as a result of the cancellation. **TOWN OF ANTHONY** will send payment to the County within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

6. GENERAL TERMS AND CONDITIONS.

- (a) A total of Thirty Three (33) permanent early voting stations, and One Hundred Eighteen (118) polling locations will be used for conducting the election.
- (b) **TOWN OF ANTHONY** acknowledges that the **County** may enter into a similar Contract for Election Services with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. **TOWN OF ANTHONY** agrees to share common polling places with the other political subdivision(s) as determined by the **County** and in accordance with the costs as allocated by the **County**.
- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (f) Nothing in this agreement imposes any duty on the **County** to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.
- (g) Neither **TOWN OF ANTHONY** nor any employee of **TOWN OF ANTHONY** is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **TOWN OF ANTHONY**. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) **TOWN OF ANTHONY** and the **County**, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.

- (i) Venue is in El Paso County Texas

TOWN OF ANTHONY, TEXAS


By: Benjamin C. Romero Jr
Title: Mayor

COUNTY OF EL PASO, TEXAS

Lisa Wise
Elections Administrator

EXHIBIT A

Elections Department
500 E. San Antonio Ave, Suite 314
El Paso, Texas 79901
Phone (915) 546-2154
Fax (915) 546-2220
www.epcountyvotes.com



Town of Anthony May 2023

Estimate "Exhibit A"

Payroll		
1. Central Counting Station	\$	75.00
2. Early Voting	\$	850.00
3. Election Day	\$	450.00
4. Staff Overtime	\$	125.00
5. Temporary Help	\$	100.00
6. Training	\$	50.00
Payroll Total	\$	1,650.00

Election Expenses		
7. Election Tabulation Software and Supplies	\$	150.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	75.00
9. Publication of Notices	\$	17.00
10. Parking Garage Judges and Clerks	\$	25.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	250.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$	25.00

Early Voting		
13. Poll Pads	\$	75.00
14. Internet Connections /Cellphones	\$	75.00
15. Security Seals- Early Voting	\$	15.00
16. Kits- Early Voting	\$	45.00
17. Utilities- Early Voting Locations	\$	15.00
18. Touchscreen Voting Machines- Early Voting	\$	250.00

Election Day		
19. Poll Pads	\$	75.00
20. Internet Connections	\$	50.00
21. Security Seals- Election Day	\$	15.00
22. Kits- Election Day	\$	45.00
23. Touchscreen Voting Machines- Election Day	\$	150.00

Election Expenses Total	\$	1,352.00
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Subtotal	\$	3,002.00
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Administrative Fees 10%	\$	300.20
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Grand Total	\$	3,302.20
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Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)