

COUNTY OF EL PASO

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**JOINT ELECTION SERVICES CONTRACT**

This is a **JOINT ELECTION SERVICES CONTRACT** ("**Contract**") pursuant to Texas Election Code Sec. 271.002 et seq. This Contract is made this 17th day of July, 2024 by and between **Fabens ISD, Texas ("Fabens ISD")** and El Paso County Texas, ("the County".)

1. **RECITALS.** **Fabens ISD** is a political subdivision situated wholly within El Paso County, Texas. **Fabens ISD** has scheduled an Election for November 5, 2024 in conjunction with the Statewide General Election to be held on the same date. The County and **Fabens ISD** have determined it is in the public interest that the County and **Fabens ISD** conduct a joint election. Therefore the following **Joint Election Services Contract** is made and entered into for the purpose of conducting the election and any resulting runoff election jointly in the election precincts which can be served by common polling places.

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.**

All 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 to **Fabens ISD** certain election services and equipment needed by **Fabens ISD** in connection with holding an election on **November 5, 2024**
- (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) Set ballot order as follows: Utility Districts, School Districts, Municipal Districts, Federal Races, State Races, County Races
- (i) Procure and distribute necessary election supplies, and distribution of ballots;
- (j) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of Fabens **ISD** and the election precincts established for the election;
- (k) 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.
- (l) Supervise the conduct of early voting;
- (m) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (n) 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;
- (o) 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;
- (p) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (q) Provide general information services for voters and election officers;
- (r) Assist in providing general overall supervision of the election;
- (s) Provide for the storage of election records as provided by law;
- (t) Provide **Fabens ISD** with a precinct by precinct roll of registered voters in a

mutually agreed upon format;

- (u) If requested by **Fabens ISD**, prepare the unofficial tabulation of precinct results on election night;
- (v) 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
- (w) 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 Fabens ISD has been performed.
- (x) The County shall provide the requested services by and through its County Election Administrator (the "Contracting Officer").

### 3. DUTIES AND SERVICES OF **Fabens ISD**.

**Fabens ISD** shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;
- (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 **Fabens ISD** 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 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 U.S. 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 days from the receipt of an invoice from the Elections Administrator.

#### 4. COST OF SERVICES.

**Fabens ISD** 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

- (a) In the event that **Fabens ISD** cancels the election pursuant to section 2.081 of The Texas Election Code, or for any other reason, **Fabens ISD** 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. **Fabens ISD** will send payment to the **County** within thirty (30) days from receipt of an invoice from the Elections Administrator.


#### 6. GENERAL TERMS AND CONDITIONS.

- (a) A total of three (3) precincts plus thirty three (33) permanent early voting stations, and one hundred sixteen (116) polling locations will be used for conducting the election.
- (b) **Fabens ISD** acknowledges that the County may enter into a similar Joint Election Service Contract 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. **Fabens ISD** 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 **Fabens ISD** nor any employee of Fabens ISD is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **Fabens ISD**. 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) **Fabens ISD** 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.

Fabens ISD



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COUNTY OF EL PASO, TEXAS

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Ricardo A. Samaniego  
County Judge

Elections Department  
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 El Paso, Texas 79901  
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# EXHIBIT A

## Fabens ISD November 2024

### Estimate

Payroll		
1. Central Counting Station	\$	251.41
2. Early Voting	\$	2,612.75
3. Election Day	\$	675.00
4. Staff Overtime	\$	326.83
5. Temporary Help	\$	967.58
6. Training	\$	132.08
<b>Payroll Total</b>	<b>\$</b>	<b>4,965.65</b>
Election Expenses		
7. Election Tabulation Software and Supplies	\$	37.54
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	631.18
9. Publication of Notices	\$	0.63
10. Parking Garage Judges and Clerks	\$	14.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	325.08
12. Internet Connections /Cellphones- Early Voting and Election Day	\$	227.83
Early Voting		
13. Poll Pads	\$	35.19
14. Security Seals- Early Voting	\$	9.06
15. Kits- Early Voting	\$	11.88
16. Utilities- Early Voting Locations	\$	3.20
17. Touchscreen Voting Machines- Early Voting	\$	2,820.82
Election Day		
18. Poll Pads	\$	74.81
19. Security Seals- Election Day	\$	11.80
20. Kits- Election Day	\$	42.48
21. Touchscreen Voting Machines- Election Day	\$	771.25
<b>Election Expenses Total</b>	<b>\$</b>	<b>5,016.75</b>
<b>Subtotal</b>	<b>\$</b>	<b>9,982.40</b>
<b>Administrative Fees 10%</b>	<b>\$</b>	<b>998.24</b>
<b>Grand Total</b>	<b>\$</b>	<b>10,980.64</b>