

THE STATE OF TEXAS

COUNTY OF MCLENNAN

**CONTRACT FOR ELECTION SERVICES BETWEEN THE MCLENNAN COUNTY
ELECTION ADMINISTRATION DEPARTMENT AND THE CITY OF VALLEY MILLS.**

THIS CONTRACT, made by and between the City of Valley Mills, acting by and through its City Council, hereinafter referred to as the "City," and Kathy E. Van Wolfe, Elections Administrator of McLennan County, Texas, hereinafter referred to as the "Contracting Officer," and by authority of Section 31.092 (a), Texas Election Code for the conduct and supervision of the November 6, 2018 Joint General Election for the adoption of a local sales and use tax for the City of Valley Mills.

THIS CONTRACT is subject to the approval of all participating parties and shall be binding on said parties upon written approval.

WITNESSETH:

WHEREAS, the City is holding an election for the adoption of a local sales and use tax for the City of Valley Mills.

WHEREAS, the voting precincts of the City which lie within the boundaries of the City, have been established by the City as their voting precincts; and

WHEREAS, the Vote Centers in the Joint General Election are the Election Day voting places for the City; and

WHEREAS, the County owns the HART eSlate electronic voting system, which has been duly approved by the Secretary of State, pursuant to the Texas Election Code, (Section 122.031-122.039, Section 122.091); and

WHEREAS, the City desires to use the County's electronic voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such elections in accordance with the provisions of Section 31.098 of the Texas Election Code; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

In all of the City's voting precincts, the Contracting Officer shall conduct the City's election in accordance with this contract. The City shall bear the full cost or pay a pro-rata share of the voting centers and election judges, alternates and clerks, if applicable, to be used for the election.

II.

Judges' Booth Controllers (JBCs), eSlates and Disabled Accessible Units (DAUs), owned by the County, shall be used for the City's election.

III.

The City agrees to appoint the Contracting Officer as the Clerk for Early Voting and shall furnish wording on the ballots and Election Order necessary for Early Voting in the election to be held at the expense of the City.

The City agrees that the shared locations for Early Voting will be the McLennan County Elections Administration Office, located in the Records Building at 214 North 4th St., Suite 300, Waco, TX 76701; Robinson Community Center, located at 106 W. Lyndale Ave., Robinson, TX 76706; Waco Multi-Purpose Community Center, located at 1020 Elm St., Waco, TX 76704; First Assembly of God Church, located at 6701 Bosque Blvd., Waco, TX 76710; and Hewitt Public Safety Facility, located at 100 Patriot Court, Hewitt, TX 76643.

The above-mentioned wording on the ballot(s) and Election Order(s) shall be delivered to the Elections Administrator upon completion of the ballot drawing for a place on the ballot, prior to the commencement of Early Voting, in the election to be held at the expense of the City. The Contracting Officer/McLennan County shall bear the full cost for the Early Voting locations' personnel, at an hourly rate of \$12.00 and an overtime rate of \$18.00 per hour for Presiding Judges and Alternate Judges and an hourly rate of \$10.00 and an overtime rate of \$15.00 for Clerks; and a \$25.00 pick-up and delivery fee for Early Voting supplies.

The City will forward any requests received for a ballot by mail to the McLennan County Elections Administrator for processing. The City shall pay to the County the actual cost incurred for materials and postage for the distribution of ballots by mail.

The Contracting Officer shall provide to the City one (1) copy of the Early Voting report via email on a daily basis and a cumulative final Early Voting report following the election.

IV.

The Contracting Officer shall have the City's sample ballots, printed to cover the City's election, in accordance with Texas Election Code, Section 124.004. In all of the City's voting precincts, which lie within the boundaries of the City, the ballots shall include the selection of elective officers for the City.

V.

In all instances covered by Article I of this contract, the Contracting Officer shall cause the HART eSlate voting equipment to be delivered to the Election Day voting places and Early Voting places at least one (1) hour before the time set for opening the polls in each voting precinct, pursuant to Texas Election Code, Sections 125.001, 125.004, 125.061, 127.032-.065.

VI.

The City shall bear the full cost of the rent or pay a pro-rata share, if applicable, for all voting places contemplated by Article I of this contract.

VII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for any equipment as deemed necessary and/or desirable for the holding of said election and cause same to be delivered to the voting places of the City.

VIII.

The City shall bear the full cost or pay a pro-rata share, if applicable, for the employment and/or use of such personnel as the Contracting Officer deems necessary or desirable to prepare for and conduct Early Voting.

IX.

The City shall bear the full cost or pay a pro-rata cost for the employment and/or use of such personnel as the Contracting Officer deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code, Sections 124.066, 127.001-.006, 127.121-122.

X.

The City shall appoint, bear the full cost of or pay a pro-rata share for the Presiding Judges and Clerks in the voting precincts, which lie within the limits of the City, including the cost for the election personnel to attend an election school held by the designated Contracting Officer for the training of Election Day Judges and Alternate Judges pursuant to the Texas

Election Code, Sections 32.091 - .093 and 271.013, for their services in connection with the election to be held at the expense of the City. The election school will not exceed four (4) hours in length. Election Day personnel will be compensated at an hourly rate of \$12.00 for Presiding Judges and Alternate Judges and an hourly rate of \$10.00 for Clerks; and a \$25.00 pick-up and delivery fee for Election Day supplies.

The Contracting Officer shall appoint the Presiding Judge and Clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code, Sections 87.001 - .025, 87.101, and 87.103. The City shall pay a pro-rata cost for the Presiding Judge and Clerks of the Early Voting Ballot Board.

XI.

The Contracting Officer will provide the preparation of programs and test materials for tabulation of voting equipment and of ballot by mail materials, supervision of handling and disposition of election returns and preparation of the tabulation for the official canvass in accordance with Tex. Elec. Code, Section 31.094.

XII.

The Contracting Officer will provide advisory services in connection with decisions to be made and actions to be taken by the responsible parties of the City.

XIII.

The City shall pay to the County an Administrative Fee of ten (10) percent of the total amount of the contract for administering the election.

XIV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election, and that in the event the election to be held at the City is enjoined or canceled or if for any reason whatsoever the City shall decide not to proceed with the election to be held at the expense of the City or if the date of the election to be held by the respective parties is postponed or otherwise changed, the City shall be obligated to pay the County for the amount specified in Article XIII of this contract, which is agreed to be a fair and reasonable estimate of the costs and expenses incurred, or to be incurred, by the County in making such arrangements and preparations and the loss of damage to be sustained by the County in such event.

XV.


In connection with the performance of this contract, neither McLennan County nor the Administrator shall be liable to third parties for any default of the City in connection with the holding of the joint election, including the failure by such entities to pay any expenses

In TESTIMONY HEREOF, the contract, is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:


- a) It has on the 13th day of August, 2018 been executed on behalf of McLennan County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;
- b) It has on the 13th day of August, 2018 been executed on behalf of the City by its Mayor, pursuant to the authority of the City Council, so authorizing;

ATTEST:

City of Valley Mills

By: 
Mayor, City of Valley Mills

CONTRACTING OFFICER


Kathy E. Van Wolfe
Elections Administrator, McLennan County