

CONTRACT
COUNTY OF EL PASO

)
) **JOINT PRIMARY ELECTION SERVICES**
)

This is a **JOINT PRIMARY ELECTION SERVICES CONTRACT** (“Contract”)

pursuant to Texas Election Code Sec. 271.002 et seq. This Contract is made this 23 day of

December 2023 by and between **El Paso County Democratic Party** and **El Paso County Texas**,

(“the County”.)

1. RECITALS.

El Paso County Democratic Party is a political subdivision situated wholly within El Paso County, Texas. **El Paso County Democratic Party** has scheduled an Election for **March 5, 2024** in conjunction with the Statewide General Election to be held on the same date. The County and **El Paso County Democratic Party** have determined it is in the public interest that the County and **El Paso County Democratic Party** 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 **El Paso County Democratic Party** certain election services and equipment needed by **El Paso County Democratic Party** in connection with holding an election on **March 5, 2024**
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;

- (c) Serve as manager of the central counting station or appoint a substitute manager;
- (d) Arrange for the use of polling places in the election and runoff election if necessary;
- (e) Program or arrange to have the ballot programmed;
- (f) Serve as manager of the central counting station or appoint a substitute manager;
- (g) Procure and distribute necessary election supplies, and distribution of ballots;
- (h) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **El Paso County Democratic Party** and the election precincts established for the election;
- (i) 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.
- (j) Supervise the conduct of early voting;
- (k) Conduct one or more election schools and provide notification of a minimum of 14 days prior to the initial list submitted by the Party of the election judges and clerks of the time, date, and location of the schools;
- (l) Include training on distribution of El Paso County Political Party Precinct And County Convention Notices;
- (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) Publish required election and runoff election notices as required by law
- (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;
- (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 **El Paso County Democratic Party** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) 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 **El Paso County Democratic Party** has been performed.
- (w) The County shall provide the requested services by and through its County Election Administrator (the "Contracting Officer").

3. DUTIES AND SERVICES OF El Paso County Democratic Party.

El Paso County Democratic Party shall:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **El Paso County Democratic Party** 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;
- (b) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (c) 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 **Wednesday, January 3, 2024**, 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) Assist the County with receiving payments from the Texas Secretary of State as allowed by the Teas Secretary of State. The County submits their costs and receives payments directly to/from the Secretary of State.

4. COST OF SERVICES.

El Paso County Democratic Party shall assist the County with receiving payments from the Texas Secretary of State as allowed by the Teas Secretary of State 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 **El Paso County Democratic Party** cancels the election pursuant to section 2.081 of the Texas Election Code, or for any other reason, **El Paso County Democratic Party** 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 expenses the County incurs as a result of the cancellation. **El Paso County Democratic Party** 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 221 precinct(s) plus 33 permanent early voting stations, and 118 Countywide Election Day Vote Centers will be used for conducting the election.
- (b) **El Paso County Democratic Party** acknowledges that the County will enter into a similar Joint Election Service Contract with the El Paso County Republican Party 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. **El Paso County Democratic Party** agrees to share common polling places with the El Paso County Democratic Party 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 **El Paso County Democratic Party** nor any employee of **El Paso County Democratic Party** is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **El Paso County Democratic Party**. 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) **El Paso County Democratic Party** 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.

COUNTY OF EL PASO, TEXAS

By: _____
Ricardo A. Samaniego, County Judge

Date: _____

El Paso County Democratic Party

By: _____
Name: K. Michael Apodaca

Title: Chair

Date: 12-22-23

APPROVED AS TO LEGAL FORM:



Assistant County Attorney

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



Democratic Party Primary Election
March 2024

Estimate: Joint

Election Expenses	
B1 Ballots Printed: Mail, Provisional, Sample, Voting and Curbside Voting	\$ -
B2 Voting Systems Programming : E Poll Books	\$ 2,270.95
B3 Publication of Tab Test #1 and Tab Test #2	\$ 68.00
B4 Tech Support	\$ 5,475.00
B5 Election Kits	\$ 2,065.00
B6 BMD's Rental (County Owned)	\$ 2,500.00
B8 Preparation and Transportation of Voting Booths and/or Delivery Machines	\$ 35,180.02
B10 Judges and Clerks: 1 Poll Worker-174.00 (14.50 hrs. x 12.00/hr.) 2 pollworkers	\$ 41,064.00
B11 Delivery of Election Day Supplies	\$ 1,475.00
B15 Personnel for Central Counting Station	\$ 7,277.00
B16 Early Voting Ballot Board	\$ 3,700.00
B17 Provisional Ballot Board	\$ 2,500.00
B19 Communication: Internet and Phones	\$ 8,970.66
B23 Miscellaneous:	
Parking	\$ 800.00
Overtime	\$ 8,500.00
Temp Staffing	\$ 11,475.00
Thermal Ballots	\$ 8,500.00
Election Expenses Total	\$ 141,820.63
Administrative Fees 10%	\$ 14,182.06
Grand Total	\$ 156,002.69