

**CONTRACT FOR ELECTION SERVICES  
BETWEEN  
THE ELECTIONS ADMINISTRATOR OF ARANSAS COUNTY  
AND  
THE ARANSAS COUNTY NAVIGATION DISTRICT  
FOR THE NOVEMBER 8, 2022, ELECTION**

**THIS CONTRACT FOR ELECTION SERVICES** (this “Contract”) is made and entered into by and between the **Elections Administrator of Aransas County, Kevin A. Stroud**, hereinafter referred to as the “**Elections Officer**” or “**Contracting Officer**,” and the **Aransas County Navigation District, Aransas County, Texas**, hereinafter referred to as the “**District**,” under Section 31.092 of the Texas Election Code. Both parties are sometimes referred to collectively herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the District expects to call an election to be held on **November 8, 2022** (the “Election”) and a run-off election, if necessary, to be held; and,

**WHEREAS**, the District desires the County Elections Officer to provide certain election services for the Election in order to maintain consistency and accessibility in voting practices, polling practices, and election procedures; and,

**WHEREAS**, the Elections Officer and the District desire to enter into a contract setting forth the terms and conditions of such arrangement, including the responsibilities of the respective parties.

**NOW, THEREFORE**, in consideration of the mutual benefits that will accrue to the parties, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Purpose.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters. This Contract also exists for the purpose of ensuring that the Contracting Officer and the District understand the tasks each is to perform in connection with the election and the runoff election.
- 2. Term.** The term of this Contract shall begin on the date that each party has executed this Contract and shall terminate upon the conclusion of the activities required herein related to the 2022 Election and, if necessary, the 2022 Runoff Election.
- 3. Duties and Services of the Contracting Officer.** In accordance with Section 172.126(a), Texas Election Code, the Contracting Officer shall supervise the overall conduct of the election. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election.
  - a. *Election Judges.* Elections judges shall be secured by the Contracting Officer with the approval of the District. The Contracting Officer shall notify the

District of the list of election judges and alternate judges for the Election and the District may approve judges by written order.

b. *Notification to Presiding and Alternate Judges.* The Contracting Officer shall notify each presiding judge and alternate judge, in writing, of his or her appointment no later than the date prescribed in Section 4.007 of the Texas Election Code. The notice will include: (1) the nature and date of the election; (2) the location of the assigned polling place; (3) the eligibility requirements that apply to the judge and to election clerks; (4) the date and time of the election; (5) the rate of compensation; (6) the maximum number of election clerks the judge may appoint; and (7) the name of the presiding or alternate judge, as appropriate.

c. *Election Clerk Appointments.* The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the District will be accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours.

d. *Election Schools.* The Contracting Officer shall be responsible for conducting one or more, at his discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular workweek. All election workers must attend a training class certified by the SOS. (This does not imply that election judges or clerks will be paid for attending such schools. *See*, 1 T.A.C. §§ 81.120(a) & 81.121(c))

e. *Equipment and Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and for the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks; and all consumable-type office supplies necessary to hold an election.

f. *Registered Voter Lists.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list shall be arranged in alphabetical order by precinct.

g. *Ballots.* The Contracting Officer shall be responsible for the programming of the voting devices and the printing of ballots requested by mail, used for early voting, or used on Election Day. The Contracting Officer shall be responsible for distributing voting devices along with the election supplies.

h. *Early Voting.* In accordance with Section 31.094 of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the Election, subject to Sections 31.096 and 31.097 (b) of the Texas Election Code.

i. The Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with the Texas Election Code.

ii. The Contracting Officer shall work with the District in securing personnel to serve as Early Voting Deputies.

iii. Early voting by personal appearance for the Election shall be conducted during the hours, time period, and at the locations listed in “**Exhibit A,**” attached hereto and incorporated herein.

iv. *Early Voting by Mail.* The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications shall be processed by the Contracting Officer in accordance with the Texas Election Code at the Election Office located at 602 East Concho, Rockport, TX, 78382. All requests for early voting ballots to be voted by mail received by the District shall be forwarded to the Contracting Officer immediately for processing.

v. *Counting Early Votes.* All Early Voting ballots, those cast by mail or by personal appearance, shall be secured and maintained by the Contracting Officer and delivered by him or his deputy for counting in accordance with Chapter 127 of the Texas Election Code.

i. *Ballots.* All early voting ballots, those cast by mail and by appearance, shall be secured and maintained by the Contracting Officer and delivered by the Contracting Officer or his designee for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballet Board, at the Aransas County Elections and Voter Registration Office on Election Day, November 8, 2022.

j. *Election Day Polling Locations.* The Election Day polling locations are those listed in “**Exhibit B,**” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

k. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Texas Election Code and of this Contract. The Central Counting Station Manager shall be Kevin A. Stroud.

The tabulation supervisor shall be Julie Gifford. The Presiding Judge of the Central Counting Station shall be Dawn Miller and the Alternate Judge shall be Sandra Musser. The required tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

i. *Election Night Reports.* Election night reports will be available to the District and at the Central Counting Station on Election night and will provide individual polling location totals.

l. *Manual Counting of Ballots.* The Contracting officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State.

m. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under 66.056 (a) of the Texas Election Code and shall provide a copy of the tabulation to the District as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state law.

n. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of the voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

o. *Paper Ballots.* In advance of the date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

**4. District's Responsibilities.** The District shall assume the following responsibilities:

a. *Election School(s).* At the request of the Contracting Officer, the District will provide space in a District building at no cost for the required election school or schools.

b. *Polling Locations.* The District shall pay the respective cost of all employee services required to provide access, security, and/or custodial services for the polling locations.

c. *Applications for Mail Ballots.* The District shall date stamp and then immediately hand-deliver to the Contracting Officer all original applications for mail ballots that it receives.

d. *Election Orders and Notices; Canvass.* The District shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the District's governing body.

i. *Publication.* The District shall be responsible for having the required election notice published as required under Section 4.003(a)(1) of the Texas Election Code.

ii. *Posting.* The District shall be responsible for posting the notice as required by Texas Election Code.

iii. *Returning Documents to the Contracting Officer.* Promptly after approval by the District's governing body, the District shall return all pertinent documents to the Contracting Officer within such time as to not impede the orderly conduct of the Election.

iv. *The Schedule.* The District assumes the responsibility or promoting the schedules for Early Voting and Election Day.

v. *Early Voting Clerk Appointment.* The District shall be responsible for ensuring the Contracting Officer is appointed to serve as Early Voting Clerk in the Orders calling the Election.

vi. *Orders Calling the Election.* The Orders shall include the approval of the polling places, times, dates, and places for early voting, and the appointment of the precinct judges.

e. *Ballot Preparation.* The District shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names and/or propositions(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The District shall perform the duties required for drawing for place on the ballot by candidates. The District shall also be responsible for proofreading and approving (including bilingual titles and text) the ballot insofar as it pertains to the District's candidates and/or propositions.

5. **Non-Exclusive.** It is understood that to the extent that space is available, the Contracting Officer may contract with other entities to hold elections at the same time as the Election. In the event that the Contracting Officer contracts with one or more additional entities for elections to be held at the same time, any expenses for the elections shall be divided equally among the entities holding the elections as illustrated in the attached "**Exhibit C**".

**6. Election Workers:**

- a. *Number of Election Workers.* All polling locations shall have a minimum of three (3) election workers consisting of the presiding judge, alternate judge, and a clerk.
- b. *Hourly Compensation.* Presiding judges and alternate judges will be compensated at the rate of Twelve Dollars (\$12.00) per hour and election clerks shall be compensated at the rate of Twelve Dollars (\$12.00) per hour. Workers will be compensated for all hours actually worked, including time to set up the polling location, the time to complete counting, and time to wrap up paperwork, but such hours shall not exceed one (1) hour before and two (2) hours after the polling location is open for voting.
- c. *Compensation for Delivery.* The presiding judge or other election worker at the polling location who picks up election supplies from the Contracting Officer and who returns remaining supplies, ballot boxes, and election records from the polling location will be compensated a flat rate of Twenty-Five Dollars (\$25.00) in addition to his or her hourly pay.
- d. *Election School Compensation.* Election workers attending an election school shall be compensated a flat rate of Twenty Dollars (\$20.00).
- e. *Contracting Officer to Pay and District to Reimburse.* The Contracting Officer will pay election workers directly and will be reimbursed for such compensation by the District.

**7. Expenses:**

- a. *District's Responsibility.* The District will be responsible for payment of all expenses for polling locations used solely by the District, including the costs of wages and salaries of election workers.
- b. *Shared Expenses.* The District agrees to share actual costs incurred with other entities who may be holding elections at the same time and place as District. If this occurs, the District and the other entity will share the actual costs incurred to the extent that the costs incurred in connection with a polling location used by more than one local political subdivision such as renting polling locations and voting equipment, programming voting equipment, supplies needed for the polling place, and/or the wages and salaries of election workers. Election expenses will be divided equally among the entities holding elections at the same time.
- c. *Administrative Fee.* The District shall pay the Contracting Officer an administrative fee in the amount of Ten Percent (10%) as authorized by Section 31.100 of the Texas Election Code.

**8. Billing.** As soon as possible after Election Day, the Contracting Officer will submit an itemized invoice to the District for the actual expenses directly attributable to the coordination, supervision, and running of the Election which were incurred on behalf of the District.

i. *Itemized expenses.* This invoice will include expenses for supplies, publication, printing, wages, and any other expenses reasonably and directly related to the Election, including but not limited to, rental and programming of DREs and audio ballots, and the Contracting Officer's fee.

ii. *Documentation related to Expenses.* Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except for those items that Contracting Officer provides from supplies kept in stock, so long as the Contracting Officer provides a certificate stating the number of items used and the unit cost for such items according to a vendor's standard price list.

iii. *Large Expenses Billed as Incurred.* The Contracting Officer reserves the right to bill for expenses that are equal to or exceeding Five Hundred Dollars (\$500.00) at the time the expense is incurred rather than waiting until after Election Day.

iv. *Estimated Costs of Services.* Cost estimates for election expenses are attached to this Contract as "**Exhibit C-1,**" and vary depending on how many entities hold elections at the time of the Election. Each of the four cost estimates are incorporated as if set out fully herein. The parties acknowledge that these documents are estimates only and that the actual costs may exceed the estimates.

v. *Notice of Increased Costs.* The Contracting Officer agrees to advise the District as soon as possible should it become apparent that the actual costs of the Election will exceed the estimated costs by twenty percent (20%) or more.

**9. Payment.** The District shall pay a Contracting Officer's invoice within thirty (30) days of receipt. Payments shall be remitted to:

Aransas County  
Attn: Kevin A. Stroud  
Elections Administrator  
602 East Concho  
Rockport, TX 78382

If the District disputes any portion of the invoice, the District shall pay all expenses not in dispute within the thirty (30) day period and notify the Contracting Officer of what expenses are disputed and the basis of such dispute. The Contracting Officer will have thirty (30) days to reply. If the parties cannot reach an agreement, the District Manager and the County Judge will meet to discuss the disagreement and reach an amicable solution.

**10. Voting System.** The voting system to be used in the election and runoff election is the Hart InterCivic Verity System.

**11. Non-Transferable Functions.** 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 election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

**12. Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Aransas County, Texas and the County Auditor of Aransas County, Texas.

**13. Cancellation of Election.** If the District cancels the Election, the Contracting Officer shall only be entitled to receive the actual expenses incurred prior to the cancellation and an administrative fee of Seventy-Five Dollars (\$75.00) as authorized by Section 31.100(d) of the Texas Election Code. In the event of cancellation, the Contracting Officer and the District agree to use the billing and payment provisions set forth herein. In order to ensure the lowest possible cost to the parties, the Contracting Officer agrees to use reasonable diligence and not to incur major costs in connection with election preparations until it is known that the Election will be held, unless the District authorizes such expenses in writing.

**14. Notices.** For purposes of implementing this Contract, the Contracting Officer and the District designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the District, submission or notice shall be made to these individuals:

**Contracting Officer:**

Kevin A. Stroud  
East Concho St.  
Rockport, TX 783832  
(361) 729-7431  
kstroud@aransascounty.org

**District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. Relationship of the Parties.** Each party to this Contract shall act in an individual capacity and, unless otherwise expressly stated herein, shall not act as agents, employees, partners, joint venturers, or associates of one another. The employees of one party to this Contract shall not be deemed or construed to be the employee of any other party for any purpose whatsoever.



**16. Severability.** If any provision in this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the remaining provisions of this Contract and the parties to this Contract shall continue to perform their respective obligations under this Contract in accordance with the remaining provisions.

**17. Third Party Beneficiaries.** Nothing in this Contract is intended to confer unto any person or entity that is not a party to this Contract any benefits, rights, or remedies.

**18. Entire Agreement and Amendments.** This Contract contains the entire agreement of the parties and supersedes all prior agreements, including any prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. This Contract may only be amended in a writing that is executed by both parties and attached hereto.

By signing below, the Contracting Officer and District warrant and represent that they are authorized to enter into this Contract and that each desire to enter into this Contract.

**“Elections Officer”  
Aransas County**

By: \_\_\_\_\_  
Kevin A. Stroud, Elections Administrator

Date: \_\_\_\_\_

**“District”  
The Aransas County Navigation District**

By: \_\_\_\_\_  
Malcolm Dieckow, Chairman

Date: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
District Secretary

**EXHIBIT “A”**

**EARLY VOTING DATES, TIMES, AND LOCATIONS**

**Time Period:**

Monday, October 24, 2022 through Friday, November 4, 2022.

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
October 24 8 AM - 5 PM	October 25 8 AM - 5 PM	October 26 8 AM - 5 PM	October 27 8 AM - 5 PM	October 28 8 AM - 5 PM	October 29 8 AM - 5 PM	October 30 CLOSED
October 31 8 AM - 5 PM	November 1 8 AM - 5 PM	November 2 8 AM - 5 PM	November 3 7 AM - 7 PM	November 4 7 AM - 7 PM		

**Main Early Voting Location:**

Aransas County Elections & Voter Registration Office (Side Entrance)  
602 E. Concho St.  
Rockport, TX 78382

**Voting by Mail:**

Kevin A. Stroud  
Aransas County Early Voting Clerk  
602 E. Concho St.  
Rockport, TX 78382

**EXHIBIT “B”**

**ELECTION DAY POLLING LOCATIONS**

**Time Period:**

Tuesday, November 8, 2022

7:00 a.m. to 7:00 p.m.

**Vote Centers (All Precincts)**

Fulton Fire Department

401 Googles Cole Blvd.

Fulton, TX 78358

Rockport GI Forum

1911 Hardee St.

Rockport, TX 78382

Rockport Fire Department (Back Entrance)

212 Gagon St.

Rockport, TX 78382

Rockport Service Center (Lobby)

2751 Hwy 35 Bypass

Rockport, TX 78382

-

EXHIBIT "C-1"

**ESTIMATED COST OF MAY 2022 ELECTION**

**Joint Election with Aransas County & Aransas County Navigation District**

<b><u>Ballots &amp; Programming</u></b>	\$6,000.00
<b><u>Election Supplies &amp; Distribution</u></b>	\$600.00
<b><u>Election Officials/Staffing</u></b>	\$9,800.00
<b><u>Ballot by Mail &amp; Support</u></b>	\$3,000.00
<b><u>Equipment Rental</u></b> <i>8 Verity Controller, 33 Verity Touch, 10 Verity Access (ADA), and 10 Verity Scan</i>	\$15,207.00
<b><u>Miscellaneous</u></b>	\$500.00
<hr/> <hr/>	
<b>SUBTOTAL</b>	<b>\$35,107.00</b>
<b>Administrative Fee (10%)</b>	<b>\$3,510.70</b>
<hr/> <hr/>	
<b>TOTAL</b>	<b>\$38,617.70</b>