

COMMISSIONERS COURT
REGULAR SESSION
January 12, 2004

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

OLD BUSINESS:

8969 On the motion by Jim Latham, second by Phillip Martin, the Court approved bid from Chaney Paper for copier and computer paper. All bids on file in Personnel Office.

NEW BUSINESS:

8970 On the motion by Kenneth Thornton, second by Latham, the Court approved continuance of burn ban for 2 weeks. Dorsey Driggers – Emergency Management Co-coordinator to notify Sheriff's Office burn ban still effective and to enforce by issuing citations.

8971 On the motion by Martin, second by Latham, the Court denied payment of invoice # 23083 from the Hunt County Adult Probation Department, stating no county funds to be used to pay this invoice.

8972 On the motion by Ralph Green, second by Kenneth Thornton, the Court approved the Quarterly report of October through December 2003 from the Hunt County Boys and Girls Club presented by David Lavaser.

8973 On the motion by Martin, second by Latham, the Court approved the Quarterly Investment report presented by County Treasurer Delores Shelton.

8974 On the motion by Green, second by Thornton, the Court approved contract for election services of the Election Administrator Office for Hunt County Jurisdictions present by Mina Cook. Ms. Cook also advised the Court County Attorney – Keith Willeford has viewed and approved the wording on this contract. She also noted the State provides a contract for the Party's elections. *See Attachments.*

8975 On the motion by Martin, second by Latham, the Court approved suggested minimum bid on resale property R77378 on Lots 27 & 28 in Rolling Hills Addition for an appraised value of \$3,100.00, with suggested \$1,079.75 minimum bid.

8976 On the motion by Martin, second by Latham, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR3210 in Pct 3.

8977 On the motion by Martin, second by Green, the Court approved replat of E-Z Living West Lots 342-346 in Pct 3 due to home being over easement lines 0.48 acres. Judge Bobbitt advised the Court Joe Lilly from the Health Department stated there would be no additional requirement for inspection. Judge also noted homeowner will be required to make any improvements as mandated by the Health Department. The Court noted signatures have been received by all surrounding property owners.

8978 On the motion by Green, second by Martin, the Court approved \$15.00 per tape fee on request of Commissioner Court meetings. See Attachments.

8979 On the motion by Martin, second by Latham, the Court approved advertisement for tractors, all precincts and permission to sell tractors.

8980 On the motion by Green, second by Martin, the Court approved to advertise for (RFP) Request for Proposals and (RFQ) Request for Qualification for system improvements on the Courthouse.

HEAR AND DISCUSS REPORTS:

Judge Bobbitt discussed applying for salvage materials from the State (Nina Ackenback from the Commissioner's Office has sent a letter to the State with Judge Bobbitt signing off on the request).

The Court discussed creation of new Subdivision Rules and Regulations – suggested looking at surrounding County's rules or setting up a Committee made up of Realtors, Commissioners, Surveyors, Developers, Attorneys, etc. for a possible workshop to start this process. Judge Bobbitt asked Commissioner Green and Thornton to be assigned to Subdivision Review Committee to submit and bring recommendation as to who should be on the Committee.

8981 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote. The Court agreed to temporarily place hold on monthly allotment to Adult Probation office on line item until we hear from the outside Audit on the Adult Probation Office.

8982 On the motion by Green, second by Martin, the Court approved line - item budget transfers.

PERSONNEL AND PAYROLL:

8081 Adult Probation:	Add Jane Gilbert as part time hourly Floater at \$6.50 per hour, effective 1-12-04.
911:	Change Jane Gilbert hourly pay to \$7.00 instead of \$9.00 per hour, effective 1-8-04. Remove Misty Clem due to resignation because of health problems in her family, effective 1-7-04. Add Shannon Hestand as Secretary G3 at \$18,750.00 per year, effective 1-12-04.
County Court at Law:	Change Edwin Walker Court Reporter employment classification from contract laborer to part time, effective 1-1-04.
Emergency Management:	Add Ronald Turner as part time hourly Security Officer at \$7.50 per hour, effective 1-9-04.
Payroll Department:	Please reinstate hourly employee Artie Cook Pct 3. Mr. Cook returned to work before the 6 month deadline and was prematurely removed from payroll, effective date 1-9-04.
Sheriff Department:	Remove Michael Roach due to his resignation, effective 12-20-03.
8080 Tax Assessor/Collector:	Remove Jesse Jacobs (subject for rehire), effective 1-9-04.
8080 Treasurer:	Change Lynnell Wesch part time hourly Clerk from \$7.50 to \$8.50 per hour, effective 1-12-04. Funds are available.

8983 On the motion by Martin, second by Latham, the Court approved Personnel and Payroll changes.

— There was no Executive Session.

— Court Adjourned at 11:10A.M. Minutes approved this 26 day of January, 2004.

Attest:

Sine Broad

Hunt County Clerk

Joe A. Br...
Hunt County Judge



JOE A. BOBBITT
HUNT COUNTY JUDGE
(903) 408-4146
(903) 408-4299 Fax

HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

FILED FOR RECORD
at 11:15 o'clock # M

JAN 12 2004

LINDA BROOKS
County Clerk Hunt County, Tex.
By *[Signature]*

Hunt County Criminal/Commissioners Court Information Standard Charge Assessment

CHARGE FOR INFORMATION ON PAPER FORM..

SERVICE CHARGE.....\$15.00

PER CASE/LINE CHARGE..... .02

Example: 100 cases x .02 = \$ 2.00

Plus service charge \$15.00

Total charge would be \$17.00

CHARGE FOR INFORMATION ON 3.5 DISKETTE

SERVICE CHARGE.....\$15.00

PER CASE CHARGE.....\$.005

Example: 100 cases x .05 = \$.50

Plus service charge = \$15.00

Total charge would be = \$15.50

CHARGE FOR INFORMATION ON ½" REEL

SERVICE CHARGE.....\$15.00

PER CASE CHARGE.....\$.005

Same example as diskettes

CHARGE FOR INFORMATION ON CASSETTE TAPE

SERVICE CHARGE.....\$15.00

This is per Cassette

CHARGE FOR INFORMATION ON COMPACT DISC

SERVICE CHARGE.....\$15.00

This is per Compact Disc

CHARGE FOR COMMISSIONERS COURT HEARINGS ON COMPACT DISK

SERVICE CHARGE\$15.00

Example:1 Court Hearing per CD =\$15.00

Example:2 court hearings on 2 CD=\$30.00

CHARGE FOR COMMISSIONER COURT HEARINGS ON CASSSETTE TAPES

SERVICE CHARGE.....\$15.00

Same example as Compact Disk

**KEITH WILLEFORD**

HUNT COUNTY ATTORNEY
4TH FLOOR COURTHOUSE
P.O. BOX 1097
GREENVILLE, TEXAS 75403-1097
(903) 408-4112
FAX (903) 408-4297

December 30, 2003

Mina Cook
Hunt County
Elections Administrator

Dear Ms. Cook,

I have reviewed the Contracts for Election Services that you sent to our office on the 4th day of November, 2003. After such review, it appears that these contracts are legally sufficient to cover the new election services offered by the Elections Administrator's Office.

If you have any further questions or concerns, please feel free to contact me. Thank you for your attention in this matter.

Very truly yours,

Abigail Spain
Assistant County Attorney

#5

#8974

FILED FOR RECORD
at 11:15 o'clock 11 M
JAN 12 2004
By Linda Brooks
County Clerk, Hunt County, Tex.

CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS

COUNTY OF HUNT

THIS CONTRACT made this _____ day of _____, _____, by and between the Hunt County Hospital District, and _____, County Elections Administrator of Hunt County, Texas, hereinafter referred to as an "Elections Administrator", and by authority of section 31.092 (b) Texas Election Code, for the Conduct and supervision of the Hunt County Hospital District Election held on _____, _____.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I DUTIES AND SERVICES OF THE ELECTIONS ADMINISTRATOR

The Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the Hunt County Hospital District Election as outlined in this agreement.

The Elections Administrator in connection with the holding and supervision of said Election, shall assume the following responsibilities:

- (a) Arrange for notification, including writ of Election, training and compensation for all presiding judges and alternate judges.

The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.

Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the Elections Administrator. (This responsibility will be set forth in the election judge letter notifying the judge of his appointment). (See attached Estimated Costs for Election).

- (b) Arrange for the use and compensation of polling locations.
- (c) Pay cost of election judges and clerks: Each election judge and clerk will receive \$ _____ per hour (for a maximum of 15 hours). The election judge or his designated clerk will receive an additional \$ _____ for delivering election returns and supplies to the Elections Administrator's Office after the polls close. Election judges and alternate judges will receive \$ _____ per hour for attending the election school. (See attached Estimated Costs for Election).
- (d) Procure, prepare, proof and distribute ballots. (See attached Estimated Costs for Election).
- (e) Procure, prepare and distribute election judge kits. (See attached Estimated Costs for Election).
- (f) Prepare the list of registered voters to be used in conducting the election at no cost.
- (g) Provide at no cost legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing, if this equipment will be used.
- (h) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. (See attached Estimated Costs for Election).

The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the Hunt County Hospital District as soon as possible after all returns have been tabulated. The Hunt County Hospital District will be responsible for the official canvass of its Elections. (See attached Estimated Costs for Election).

- (i) Provide at no cost for the storage of election records as provided by law.
- (j) Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which the Hunt County Hospital District is to reimburse the Elections Administrator's Office.

- (k) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks. (See attached Estimated Costs for Election).
- (l) All requests for early voting ballots by mail that are received by the Hunt County Hospital District will be transported by the Hospital District on the day of receipt to the office of the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the office of the Elections Administrator. (See attached Estimated Costs for Election).
- (m) An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Election).
- (n) The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. The Hunt County Hospital District shall not be liable to any third parties for any default by Hunt County in connection with holding the election, including failure by Hunt County or its Elections Administrator to pay for services, supplies and voting locations for this election.

II. DUTIES AND SERVICES OF THE HUNT COUNTY HOSPITAL DISTRICT

The Hunt County Hospital District, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- (b) Posting or publication of election notices.
- (c) Deliver to the Elections Administrator as soon as possible, but no later than the day after closing of candidate filing deadline, the official wording for the election that is to be printed on the ballot with the exact forms, orders, wording and spelling that is to be used.
- (d) 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.

- (e) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes.

III. PAYMENT FOR SERVICES

- (a) The Hunt County Hospital District shall pay to Hunt County the actual costs incurred by Hunt County in conducting this election, together with an additional _____ (%) Administrative fee, pursuant to the Texas Election Code, Section 31.100.
- (b) The estimated cost for such services will be computed by the Elections Administrator and delivered to the City Secretary sixty (60) days prior to an election. The Hunt County Hospital District shall pay the Elections Administrator twenty-five percent (25%) of the total cost within ten (10) days after ordering the election and no more than forty-five (45) days prior to the election, as partial payment for contract election services. After the date of election and completion of all duties required by the Elections Administrator, Hunt County shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill the Hunt County Hospital District such sum. The Hunt County Hospital District shall be responsible for paying this amount within thirty (30) days from the date of billing.

IV. TERMINATION

Hunt County and the Hunt County Hospital District each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of notice. In no case will a contract be terminated less than forty-five (45) days prior to an election or after receipt of the above-mentioned partial payment.

V. AMENDMENT

This agreement (consisting of pages 1 to 6, inclusive), together with a referenced attachment constitute the entire agreement between the Hunt County Hospital District and Hunt County, and supercedes all prior written or oral understandings. This agreement and said attachment may only be amended, supplemented, modified or cancelled by a duly executed written statement.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified once a year, upon agreement of both Hunt County the Hunt County Hospital District Signatures of the Elections Administrator and the City Secretary on the modified costs shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on this _____ Day of _____, 2_____.

Almina Cook
Hunt County Elections Administrator

Hunt County Hospital District

ESTIMATED COSTS FOR ELECTIONS

Training of election judges and clerks (____ employees X ____ hours X \$ ____ per hour)	\$ _____
Compensation of election judges and clerks (____ locations X ____ clerks X ____ hours @ \$ ____ per hour, plus \$ ____ for delivery to ____ locations)	\$ _____
Arrange for the use and compensation of polling places	\$ _____
Rental of polling places (rental & janitorial)	\$ _____
Procure, prepare, proof and distribute ballots (____ employees X ____ hours X \$ ____)	\$ _____
Ballot printing costs (Hart IC) (____ ballots @ \$ ____ each)	\$ _____
Procure, prepare and distribute election judge kits (Hart IC) (____ hours @ \$ ____ per hour)	\$ _____
Election Kits (Hart IC) (____ election day and 1 early voting @ \$ ____ each)	\$ _____
Rental of Optical Scanner (for early voting and election day ballots)	\$ _____
List of registered voters	<u>\$NO CHARGE</u>
Compensation of Early Voting Clerks (mail: ____ persons ____ days X ____ hours X \$ ____ per hour / in person: ____ persons ____ days X ____ hours X \$ ____ per hour per day)	\$ _____
Compensation for Early Voting Ballot Board (____ persons X \$ ____ per hour X ____ hours)	\$ _____
Postage for early voting by mail (____ ballots @ ____ each)	\$ _____
Programming of AIS Optical Scanner	\$ _____
Public notice of testing of equipment	\$ _____
Preparation of canvass (____ persons X ____ hours X \$ ____ per hour)	\$ _____
Total	\$ _____
Administrative Fee (____ %)	\$ _____
Total Estimated Cost of Election	\$ _____

CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS

COUNTY OF HUNT

THIS CONTRACT made this _____ day of _____, _____, by and between the City of _____, and _____, County Elections Administrator of Hunt County, Texas, hereinafter referred to as an "Elections Administrator", and by authority of section 31.092 (b) Texas Election Code, for the Conduct and supervision of the City of _____ Election held on _____, _____.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I DUTIES AND SERVICES OF THE ELECTIONS ADMINISTRATOR

The Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the City of _____ Election as outlined in this agreement.

The Elections Administrator in connection with the holding and supervision of said Election, shall assume the following responsibilities:

- (a) Arrange for notification, including writ of Election, training and compensation for all presiding judges and alternate judges.

The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.

Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the Elections Administrator. (This responsibility will be set forth in the election judge letter notifying the judge of his appointment). (See attached Estimated Costs for Election).

- (b) Arrange for the use and compensation of polling locations.
- (c) Pay cost of election judges and clerks: Each election judge and clerk will receive \$_____ per hour (for a maximum of 15 hours). The election judge or his designated clerk will receive an additional \$_____ for delivering election returns and supplies to the Elections Administrator's Office after the polls close. Election judges and alternate judges will receive \$_____ per hour for attending the election school. (See attached Estimated Costs for Election).
- (d) Procure, prepare, proof and distribute ballots. (See attached Estimated Costs for Election).
- (e) Procure, prepare and distribute election judge kits. (See attached Estimated Costs for Election).
- (f) Prepare the list of registered voters to be used in conducting the election at no cost.
- (g) Provide at no cost legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing, if this equipment will be used.
- (h) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. (See attached Estimated Costs for Election).

The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the City of _____, as soon as possible after all returns have been tabulated. The City of _____ will be responsible for the official canvass of its Elections. (See attached Estimated Costs for Election).

- (i) Provide at no cost for the storage of election records as provided by law.
- (j) Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which the City of _____ is to reimburse the Elections Administrator's Office.

- (k) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks. (See attached Estimated Costs for Election).
- (l) All requests for early voting ballots by mail that are received by the City of _____, will be transported by the City on the day of receipt to the office of the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the office of the Elections Administrator. (See attached Estimated Costs for Election).
- (m) An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Election).
- (n) The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. The City of _____ shall not be liable to any third parties for any default by Hunt County in connection with holding the election, including failure by Hunt County or its Elections Administrator to pay for services, supplies and voting locations for this election.

II. DUTIES AND SERVICES OF THE CITY OF _____

The City of _____, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- (b) Posting or publication of election notices.
- (c) Deliver to the Elections Administrator as soon as possible, but no later than the day after closing of candidate filing deadline, the official wording for the election that is to be printed on the ballot with the exact forms, orders, wording and spelling that is to be used.
- (d) 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.

- (e) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes.

III. PAYMENT FOR SERVICES

- (a) The City of _____ shall pay to Hunt County the actual costs incurred by Hunt County in conducting this election, together with an additional _____ (%) Administrative fee, pursuant to the Texas Election Code, Section 31.100.
- (b) The estimated cost for such services will be computed by the Elections Administrator and delivered to the City Secretary sixty (60) days prior to an election. The City of _____ shall pay the Elections Administrator twenty-five percent (25%) of the total cost within ten (10) days after ordering the election and no more than forty-five (45) days prior to the election, as partial payment for contract election services. After the date of election and completion of all duties required by the Elections Administrator, Hunt County shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill the City of _____ such sum. The City of _____ shall be responsible for paying this amount within thirty (30) days from the date of billing.

IV. TERMINATION

Hunt County and the City of _____ each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of notice. In no case will a contract be terminated less than forty-five (45) days prior to an election or after receipt of the above-mentioned partial payment.

V. AMENDMENT

This agreement (consisting of pages 1 to 6, inclusive), together with a referenced attachment constitute the entire agreement between the City of _____ and Hunt County, and supercedes all prior written or oral understandings. This agreement and said attachment may only be amended, supplemented, modified or cancelled by a duly executed written statement.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified once a year, upon agreement of both Hunt County the City of _____. Signatures of the Elections Administrator and the City Secretary on the modified costs shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on this _____ Day of _____, 2_____.

Almina Cook
Hunt County Elections Administrator

_____ City Secretary

ESTIMATED COSTS FOR ELECTIONS

Training of election judges and clerks (____ employees X ____ hours X \$ ____ per hour)	\$ _____
Compensation of election judges and clerks (____ locations X ____ clerks X ____ hours @ \$ ____ per hour, plus \$ ____ for delivery to ____ locations)	\$ _____
Arrange for the use and compensation of polling places	\$ _____
Rental of polling places (rental & janitorial)	\$ _____
Procure, prepare, proof and distribute ballots (____ employees X ____ hours X \$ ____)	\$ _____
Ballot printing costs (Hart IC) (____ ballots @ \$ ____ each)	\$ _____
Procure, prepare and distribute election judge kits (Hart IC) (____ hours @ \$ ____ per hour)	\$ _____
Election Kits (Hart IC) (____ election day and 1 early voting @ \$ ____ each)	\$ _____
Rental of Optical Scanner (for early voting and election day ballots)	\$ _____
List of registered voters	\$ <u>NO CHARGE</u>
Compensation of Early Voting Clerks (mail: ____ persons ____ days X ____ hours X \$ ____ per hour / in person: ____ persons ____ days X ____ hours X \$ ____ per hour per day)	\$ _____
Compensation for Early Voting Ballot Board (____ persons X \$ ____ per hour X ____ hours)	\$ _____
Postage for early voting by mail (____ ballots @ ____ each)	\$ _____
Programming of AIS Optical Scanner	\$ _____
Public notice of testing of equipment	\$ _____
Preparation of canvass (____ persons X ____ hours X \$ ____ per hour)	\$ _____
Total	\$ _____
Administrative Fee (____ %)	\$ _____
Total Estimated Cost of Election	\$ _____

CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS

COUNTY OF HUNT

THIS CONTRACT made this _____ day of _____, _____, by and between the _____ Independent School District, and _____, County Elections Administrator of Hunt County, Texas, hereinafter referred to as an "Elections Administrator", and by authority of section 31.092 (b) Texas Election Code, for the conduct and supervision of the _____ Independent School District Election held on _____, _____.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF THE ELECTIONS ADMINISTRATOR

The Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the _____ Independent School District Election in accordance with the provision of the Texas Election Code and as outlined in this agreement.

The Elections Administrator in connection with the holding and supervision of said Election, shall assume the following responsibilities:

- (a) Arrange for the notification, including writ of Election, training and compensation for all presiding judges and alternate judges.

The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.

Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the Elections Administrator. (This responsibility will be set forth in the election judge letter notifying the judge of his appointment). (See attached Estimated Costs for Election).

- (b) Arrange for the use and compensation of polling locations.
- (c) Pay cost of election judges and clerks: Each election judge and clerk will receive \$_____ per hour (for a maximum of 15 hours). The election judge or his designated clerk will receive an additional \$_____ for delivering election returns and supplies to the Elections Administrator's Office after the polls close. Election judges and alternate judges will receive \$_____ per hour for attending the election school. (See attached Estimated Costs for Election).
- (d) Procure, prepare, proof and distribute ballots. (See attached Estimated Costs for Election).
- (e) Procure, prepare and distribute election judge kits. (See attached Estimated Costs for Election).
- (f) Prepare the list of registered voters to be used in conducting the election at no cost.
- (g) Provide at no cost legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing, if this equipment will be used.
- (h) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. (See attached Estimated Costs for Election).

The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the _____ Independent School District as soon as possible after all returns have been tabulated.

_____ Independent School District will be responsible for the official canvass of its Elections. (See attached Estimated Costs for Election).

- (i) Provide at no cost for the storage of election records as provided by law.
- (j) Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which _____ Independent School District is to reimburse the Elections Administrator's Office.

- (k) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks. (See attached Estimated Costs for Elections).
- (l) All requests for early voting ballots by mail that are received by _____ Independent School District will be transported by the school district on the day of receipt to the office of the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the office of the Elections Administrator. (See attached Estimated Costs for Election).
- (m) An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Elections).
- (n) The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. _____ Independent School District shall not be liable to any third parties for any default by Hunt County in connection with holding the election, including failure by Hunt County or its Elections Administrator to pay for services, supplies and voting locations for this election.

II. DUTIES AND SERVICES OF _____ INDEPENDENT SCHOOL DISTRICT

_____ Independent School District, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- (b) Posting or publication of election notices.
- (c) Deliver to the Elections Administrator as soon as possible, but no later than the day after closing of candidate filing deadline, the official wording for the election that is to be printed on the ballot with the exact form, orders, wording and spelling that is to be used.
- (d) 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.

- (e) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes.

III. PAYMENT FOR SERVICES

- (a) _____ Independent School District shall pay to Hunt County the actual costs incurred by Hunt County in conducting this election, together with an additional _____ (%) Administrative fee, pursuant to the Texas Election Code, Section 31.100.
- (b) The estimated cost for such services will be computed by the Elections Administrator and delivered to the Superintendent of the school sixty (60) days prior to an election.
- _____ Independent School District shall pay the Elections Administrator twenty-five percent (25%) of the total cost within ten (10) days after ordering the election and no more than forty-five (45) days prior to the election, as partial payment for contract election services. After the date of election and completion of all duties required by the Elections Administrator, Hunt County shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill _____ Independent School District such sum. _____ Independent School District shall be responsible for paying this amount within thirty (30) days from the date of billing.

IV. TERMINATION

Hunt County and the _____ Independent School District each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of notice. In no case will a contract be terminated less than forty-five (45) days prior to an election or after receipt of the above-mentioned partial payment.

V. AMENDMENT

This agreement (consisting of pages 1 to 6, inclusive) together with a referenced attachment constitute the entire agreement between _____ Independent School District and Hunt County, and supercedes all prior written or oral understandings. This agreement and said attachment may only be amended, supplemented, modified or cancelled by a duly executed written statement.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified once a year, upon agreement of both Hunt County and the _____ Independent School District. Signatures of the Elections Administrator and the School Superintendent on the modified costs shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this

agreement this _____ Day of _____, 2_____.

Almina Cook,
Hunt County Elections Administrator

Superintendent, _____
Independent School District

ESTIMATED COSTS FOR ELECTIONS

Training of election judges and clerks (____ employees X ____ hours X \$ ____ per hour)	\$ _____
Compensation of election judges and clerks (____ locations X ____ clerks X ____ hours @ \$ ____ per hour, plus \$ ____ for delivery to ____ locations)	\$ _____
Arrange for the use and compensation of polling places	\$ _____
Rental of polling places (rental & janitorial)	\$ _____
Procure, prepare, proof and distribute ballots (____ employees X ____ hours X \$ ____)	\$ _____
Ballot printing costs (Hart IC) (____ ballots @ \$ ____ each)	\$ _____
Procure, prepare and distribute election judge kits (Hart IC) (____ hours @ \$ ____ per hour)	\$ _____
Election Kits (Hart IC) (____ election day and 1 early voting @ \$ ____ each)	\$ _____
Rental of Optical Scanner (for early voting and election day ballots)	\$ _____
List of registered voters	<u>\$NO CHARGE</u>
Compensation of Early Voting Clerks (mail: ____ persons ____ days X ____ hours X \$ ____ per hour / in person: ____ persons ____ days X ____ hours X \$ ____ per hour per day)	\$ _____
Compensation for Early Voting Ballot Board (____ persons X \$ ____ per hour X ____ hours)	\$ _____
Postage for early voting by mail (____ ballots @ ____ each)	\$ _____
Programming of AIS Optical Scanner	\$ _____
Public notice of testing of equipment	\$ _____
Preparation of canvass (____ persons X ____ hours X \$ ____ per hour)	\$ _____
Total	\$ _____
Administrative Fee (____ %)	\$ _____
Total Estimated Cost of Election	\$ _____