

**AGREEMENT BETWEEN HARRIS COUNTY AND
City of Deer Park, RELATING TO JOINT ELECTIONS TO BE HELD
NOVEMBER 3, 2020**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (hereinafter the “County”), and City of Deer Park, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as the “Entity”).

RECITALS:

The County will be conducting a joint election on November 3, 2020 for multiple entities. The County will be using an electronic voting system, eSlate, (hereinafter “Voting System”) that has been duly approved by the Secretary of State pursuant to Texas Election Code §§122.031-122.039, §122.061, §122.091, as amended, and duly approved by the United States Justice Department for use in Harris County pursuant to Voting Rights Act of 1965.

Part or all of the Entity lies within the boundaries of Harris County.

The Entity desires to join the November 3, 2020 General and Special Elections (hereinafter referred to as the “November 3, 2020 Election”) being conducted by the County.

The County desires to provide certain election services to the Entity for its election to be held on November 3, 2020.

TERMS:

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

I. Entity’s Responsibilities

The Entity agrees that it has furnished the County with a list of race titles and proposition titles and proposition language, if any, for the November 3, 2020 Election. All information must be provided in all four languages.

The Entity agrees that it provided the County with a list of candidates’ names and ballot positions for the November 3, 2020 Election.

Further, the Entity agrees that it has verified its current jurisdictional boundaries and the total number of Harris County precincts required by those jurisdictional boundaries by August 14, 2020. If the Entity failed to provide the County with this information by this stated deadline, then the County is hereby authorized to adopt the current jurisdictional boundaries and total number of Harris County precincts for the non-performing Entity that are provided to the County

by the Harris County Voter Registrar's Office, and the non-performing Entity hereby agrees to the County's use of that information to fulfill the requirements of this paragraph.

The Entity shall agree to appoint positions as the Harris County Commissioners Court, Election Board and the Early Voting Clerk have appointed for positions such as all Election Day Presiding and Alternate Judges, Early Voting Judges and Clerks, Early Voting Ballot Board and Central Count Presiding and Alternate Judges, Central Count Manager and Tabulation Supervisor pursuant to the Texas Election Code. The Entity agrees to accept the Early Voting and Election Day polling places accepted by the Harris County Commissioners Court and the hours designated by Harris County for Early Voting.

The Entity agrees to prepare, post and publish any and all notices required of the Entity by state law for the November 3, 2020 Election. Unless otherwise expressly provided herein, the Entity agrees to do all things that may be required of it in connection with the November 3, 2020 Election. The Entity is responsible for the preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate officer of the Entity with regard to the November 3, 2020 Election. The County shall not have any responsibility or duty in connection with such preparations by the Entity. The Entity is responsible for making their own submissions, if any is required or desired, to the United States Justice Department and the County shall have no responsibility or duty in connection with such submission relating to the November 3, 2020 Election.

If an entity is conducting a Bond/Debt Obligation Election, the entity is required to provide a copy of the Bond Order(s) for each polling location. The instruction for the Order(s) are set forth in **Exhibit C** "Instructions for Bond/Debt Obligation Orders" attached hereto and incorporated herein. The Entity accepts the responsibility to ensure that the order of the election is posted at each polling location where its precincts will be voting on Election Day. The Entity will provide packets to be used for Early Voting and Election Day to the County by **September 1, 2020**. Documents for the voters will be in four (4) languages: English, Spanish, Vietnamese and Chinese.

II. County's Responsibilities

The County agrees to follow the Texas Election Code in the conduct of the November 3, 2020 General and Special Elections. The County agrees to provide mail ballots to all voters who request a ballot in the Entity's jurisdictions. The County shall provide space on the ballot sufficient to encompass all candidate races and issues of the Entity.

The County will provide the Entity with all dates and times for Early Voting no later than the 21st day before Election Day. The County agrees to provide polling locations for use during Early Voting. The County will arrange for the delivery of the Voting System equipment and other equipment and supplies for use in Early Voting by personal appearance in the November 3, 2020 Election. The County Clerk shall select election officers for the main Early Voting location, as well as any branch Early Voting location, pursuant to the Texas Election Code §85.009.

The County agrees to provide all equipment and supplies for use in Early Voting by mail in the November 3, 2020 Election. The County is authorized to employ or use such personnel, as it deems necessary or desirable, to prepare and conduct Early Voting by mail.

Further, the County agrees to provide all the Election Day polling places, Voting System equipment, and other equipment as it deems necessary or desirable for the holding of the November 3, 2020 Election and cause same to be delivered to the polling places. The Joint Election shall be conducted utilizing county-wide polling places pursuant to Section 43.007(a) (5) of the Texas Election Code. The County agrees to provide the Voting System to all polling places at least one (1) hour before the time set for opening the polls. The County shall determine the amount of voting equipment available for the November 3, 2020 Election and its decision shall be final.

The County will employ or use such personnel as it deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code.

The Harris County Commissioners Court shall appoint the Presiding and Alternate Election Judges for each county election precinct and the Central Counting Station, the Early Voting Ballot Board, Central Count Manager and Tabulation Supervisor according the Texas Election Code. Necessary additional appointments shall be made under the Texas Election Code. The County agrees to pay the Presiding Judges of the County and their clerks, pursuant to Texas Election Code §§32.091-32.093 and §271.013, as amended, for their services in connection with the November 3, 2020 Election at the expense of the Entity. The County agrees to pay the Presiding Judge and clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code §§87.001-87.025, §87.101, and §87.103, as amended at the expense of the Entity. The County shall require all poll workers to adhere to safety protocols outlined by the County including but not limited to wearing masks at all times, utilizing Personal Protective Equipment (PPE), and social distancing. The County shall have the authority to remove any poll worker from employment if they do not follow safety protocols outlined by the County.

The County agrees to perform its obligations under this Agreement in accordance with all applicable federal and state laws, rules and regulations.

Regarding the posting of Debt Obligation Election Orders, Harris County, as a courtesy, will post a copy of all Debt Obligation Election Orders in four (4) languages in a notebook on the qualifying table of every Early Voting and Election Day location for this election. A notice, approved by the Secretary of State, will be posted on the wall stating that information regarding the Debt Obligation Election Orders is available. Harris County will train judges on the importance of making this information available. However, it is still the responsibility of the entity to ensure that the judge received the order and that the order was posted at each polling location within the jurisdiction.

III. Compensation

The fair and reasonable compensation for use of the County's Voting System, equipment, supplies, and staff and for other services provided for administration of the election is detailed in the itemized list of estimated election expenses under **Exhibit A**, attached hereto and incorporated herein. The Entity agrees to pay its pro rata share of costs to the County for the Voting System, equipment, furniture, telephones, election kits, Early Voting Ballot by Mail, printing, supplies, delivery and transportation services, personnel, polling places, technical support, training, administrative costs and any other costs incurred by the Entity under this Agreement for the November 3, 2020 Election held by the County and the Entity and to share the cost of the November 3, 2020 Election in accordance with the terms of this Agreement.

The Entity's pro rata shares will be computed by attributing the total number of registered voters in each of the Entity's precincts that will be serviced by the County in the November 3, 2020 Election. The Voter Registry of the Entity, as of seventy (70) days before the November 3, 2020 Election, will be used to determine the total number of registered voters in each of the Entity's precincts. An estimate of the Entity's total cost is attached and incorporated herein as **Exhibit B**. The final determination of the Entity's pro rata share of the costs incurred by the County for November 3, 2020 Election necessary for the purposes contemplated by this Agreement shall be made by the County and its decision shall be final.

The fair and reasonable value of the general overall supervision and advisory services of the County in connection with decisions to be made and actions to be taken by officers of the Entity is ten percent (10%) of the total amount of the Agreement for the Entity, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The Entity agrees to pay the County this ten percent (10%) fee for advisory services for its November 3, 2020 Election. It is understood that the fees paid for these advisory services shall be deposited in a separate fund in the County treasury, in accordance with Texas Election Code §31.100, as amended.

The Entity agrees to deliver sixty percent (60%) of their respective total estimated cost for its share of the November 3, 2020 Election to the County within ten (10) days of the execution of this Agreement. The County agrees to furnish a final accounting of the November 3, 2020 Election expenses actually incurred within ninety (90) days after the November 3, 2020 Election. The Entity agrees to pay the County's invoice for the balance of its November 3, 2020 Election expenses within thirty (30) days of receipt of the invoice. Payments, in the name of Harris County, must be submitted to Chris Hollins, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, TX 77251-1148. Copies of all related invoices, records or documentation used in calculating the total cost of the elections will be made available as soon as practicable by the County upon written request to the County at the address above. Within ten (10) days of execution of this Agreement, the County will provide the Entity with a Personal Entity I.D. ("PEID") number assigned by the County Auditor. Each payment by the Entity to the County shall reference and include their respective PEID number.

If an entity has a proposition that is longer than 500 characters for one language or if there are more than five (5) contests, the entity may incur additional coding and supply fees to accommodate the additional costs. The additional amount will represent the additional time to

code the ballot, the additional space on the sample ballot, additional costs for ballot by mail and postage, and any other associated costs.

Waiver of any penalty fees imposed upon the Entity under this Agreement is at the discretion of the County.

IV. Additional Entities

It is understood that other political subdivisions may wish to participate in the November 3, 2020 Election and request the use of the above-mentioned election equipment, voting places and personnel, etc. It is agreed that the County may contract with other political subdivisions for such purposes. It is understood and agreed that the County will use the same formula for determining a pro rata share for each entity as described in this Agreement.

V. Cancellation of Election

In the event the Entity's November 3, 2020 Election is enjoined or canceled, or if for any reason whatsoever the Entity shall decide not to proceed with its November 3, 2020 Election, the Entity agrees that it shall be responsible for its share of any costs and expenses incurred by the County up to the cancellation date.

VI. Presiding Judges and Clerks

Presiding Judges and clerks shall be selected pursuant to the Texas Election Code Chapter 32. Regarding powers and duties, the Presiding Judge is in charge of and responsible for the conduct of the election at the polling place of the election precinct that the judge serves. See Texas Election Code §32.071.

VII. Notice

Any notices permitted or required to be given under this Agreement must be made by certified mail, return receipt requested or hand-delivered to the parties at the following addresses:

Harris County:

Harris County Clerk
1001 Preston, 4th Floor
Houston, TX 77002
Attention: Maureen Fisbeck

Entity:

City of Deer Park
710 E. San Augustine
Deer Park, Texas 77536

Attention: Shannon Bennett

VIII. Termination

Each party may terminate this agreement upon thirty days (30) notice as provided in this agreement. Should the Entity terminate this contract, the Entity shall be responsible for its pro rata share of expenses incurred up unto the time of termination or as described herein specifically.

IX. Miscellaneous

Third Party Beneficiaries. The County is not obligated or liable to any party other than the Entity for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create or increase any additional rights or remedies in any third party, or the duties or responsibilities of the County with respect to any third party.

Successors and Assigns. The County and Entity bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto.

Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas. The Agreement is subject to Texas state and federal laws, orders, rules, and regulations. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

Entire Agreement. This instrument contains the entire agreement between the parties. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties to this Agreement.

Severability. If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.

Subtitles. The subtitles in this Agreement are provided for organizational purposes only and do not provide substantive meaning to the Agreement.

Multiple Counterparts. This Agreement will be executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

EXECUTED on this the _____ day of _____, 2020.

ATTEST:

HARRIS COUNTY

APPROVED AS TO FORM:

VINCE RYAN

County Attorney

CHRIS HOLLINS
County Clerk

By _____
DOUGLAS P. RAY
Assistant County Attorney

ATTEST/SEAL:

Name: _____

Title: _____

City of Deer Park
Signed by:

Name: _____

Title: _____

COUNTERSIGNED BY:

Name: _____

Title: _____

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Name: _____

Attorney for City of Deer Park

EXHIBIT A – Cost Estimate

EXHIBIT B – Cost Estimate

EXHIBIT C

Instructions for Bond/Debt Obligation Orders **For the November 2020 General and Special Elections**

It is required that an Entity conducting a Bond/Debt Obligation Election must provide a copy of the Bond Order(s) for each polling location.

Please follow the guidelines below when preparing Bond Orders for distribution for the **Early Voting** and **Election Day** period:

- Supply our office with an electronic version of the Bond Orders in PDF or Microsoft Word by September 1st
 - Bond Order must be translated into all required languages (English, Spanish, Chinese & Vietnamese)
 - Do not include Early Voting or Election Day locations list(s).
- Bond Order format requirements:
 - 8 ½ X 11 in. page size
 - Page margins no larger than 0.75 inch
 - All text single spaced
 - All text 12 pt. font (excluding titles)
- Submissions will need to be transmitted via FTP
 - Confirmation of successful transmission and correct format will be provided by Maureen Fisbeck within 48 hours (excluding weekends).
 - Insert FTP instructions once IT sets up

Harris County Elections Division will print copies of the Bond/Debt Obligation Orders and prepare them for distribution to all Early Voting and Election Day locations. Copies will be printed on 8 ½ X 11 white copy paper, duplex, and 3 hole punched. A copy of all Early Voting and Election Day locations will be added to the binder for voter use.

In the event our office receives a call from a voter requesting more information regarding the Bond/Debt Obligation Orders on your ballot, **please provide a contact name and phone number for your Entity that we may share with the voter.**