

**2022 JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF LUBBOCK**

THIS CONTRACT is made and entered into this 30th day November, 2021, by and between the Lubbock County Democratic Party, acting by and through Gracie Gomez as the Chair of its County Executive Committee, and the Lubbock County Republican Party, acting by and through Cole Shooter as the Chair of its County Executive Committee, hereinafter referred to collectively as the **“PARTIES”** for purposes of this contract, and Roxzine Stinson, County Elections Administrator of Lubbock County, Texas, hereinafter referred to as the **“CONTRACTING OFFICER”** for purposes of this contract, under the authority of Section 31.093(c), Texas Election Code, and relating to the conduct and supervision of the Lubbock County Joint Primary Election presently scheduled on March 1, 2022 (hereinafter referred to as the “election”), and the Lubbock County Joint Runoff Primary Election, if necessary and presently scheduled for May 24, 2022 (hereinafter referred to as the “runoff election”), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by the Lubbock County Commissioners Court on December ___, 2021, Lubbock County Elections Administrator, and the respective County Chairs of the Lubbock County Democratic Party and the Lubbock County Republican Party.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the CONTRACTING OFFICER and the PARTIES understand the tasks each is to perform in connection with the election and the runoff election:

- 1. *Duties and Services of the Contracting Officer.*** 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:
 - 1.1 Prepare and submit any and all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 on behalf of the PARTIES for the election and runoff election. (The PARTIES acknowledge that while there is currently no legal requirement to submit pre-clearance submissions to the U.S. Department of Justice under Section 5 of the federal Voting Rights Act, the CONTRACTING OFFICER will be responsible for preparing and submitting any and all required submissions in the event the law requires during the term of this Contract.)
 - 1.2 Lubbock County is approved to use countywide polling places in accordance with Section 43.007(a)(4)(A), Texas Election Code, and by entering into this Contract, the county chairs of both political parties agree to the use of such countywide polling places (hereinafter referred to as “Vote Centers”), and the current Vote Center Selection Methodology and Communication Plan Methodology used by Lubbock County in selecting the Vote Centers for the primary election and the runoff election, as described in Section 43.007(f), Texas Election Code.

- 1.3 The CONTRACTING OFFICER has contacted the owners or custodians of Vote Center locations previously utilized by Lubbock County, and have provided a list of available Vote Centers to the PARTIES for consideration. The PARTIES shall use best efforts to agree upon Vote Center locations and submit an agreed upon list of Vote Centers to be used to the CONTRACTING OFFICER by November __, 2021.
- 1.4 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), the CONTRACTING OFFICER will appoint one set of election judges and election clerks for each Vote Center from the names submitted by the PARTIES. The presiding judge of each party for each Vote Center shall serve as a co-judge. There will be one signature verification committee, one early voting ballot board and one set of central counting station co-judges and clerks, the members of who will be chosen from the names submitted by the PARTIES. The CONTRACTING OFFICER must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station co-judges and clerks to the best extent possible.
- 1.5 Conduct election training classes, and arrange to notify the election workers and party chairs of the dates, times, and locations of such training classes consistent with Section 4.007 of the Texas Elections Code.
- 1.6 Program, or arrange to have programmed, the ballot, and consistent with Section 172.126(f) of the Texas Election Code, determine the ballot format for each election precinct.
- 1.7 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.8 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.9 Procure, transport and distribute all necessary election supplies, voting machines and equipment to the selected Vote Centers.
- 1.10 Post the date, time and locations of the PARTIES' primary precinct, county, senatorial, or state conventions at the entrance of each Early Voting site, Vote Center location and Elections Office votelubbock.org website in accordance with Section 172.1111, Texas Election Code.
- 1.11 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.12 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of Commissioners Court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.13 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and the election day polling places.

- 1.14 Arrange for the use of central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.15 As requested by the PARTIES, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the PARTIES who are responsible for holding the election and the runoff election.
- 1.16 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113(d)(e), Texas Election Code. Separate election returns must be prepared for each party's primary election. Early Voting unofficial results will not be released until after all Election Day locations have voted all voters. Election night unofficial returns will be released at two different times during the night, once when half of all Vote Centers have been tabulated and the final unofficial results after all Vote Centers have been tabulated.
- 1.17 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State (hereinafter referred to as "SOS") in accordance with Chapter 68, Texas Election Code.
- 1.18 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct for each candidate or measure, in accordance with Chapter 68, Texas Election Code, Section 67.017 and Section 172.124 of the Texas Election Code.
- 1.19 Prepare and submit canvass reports to the PARTIES on March __, 2022.

2. ***Duties and Services of the Parties.*** The PARTIES shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 Upon request of the CONTRACTING OFFICER, provide the CONTRACTING OFFICER (within the time-frame requested) any information the CONTRACTING OFFICER may need to prepare and submit the required submissions to the U.S. Department of Justice, if necessary.
- 2.2 On or before December 13, 2021, deliver to the CONTRACTING OFFICER a written list of names and contact information for people who can be slotted in to serve as election judges and clerks for the PARTY, a presiding judge for the central counting station, two presiding judges for the early voting ballot boards and one presiding judge for the signature verification committees, in accordance with Section 172.126(c), Texas Election Code.
- 2.3 On or before January 10, 2022, provide the CONTRACTING OFFICER with the names and contact information of persons they are nominating from their respective Parties to serve on the signature verification committee and the early voting ballot board, in accordance with Section 172.126(c), Texas Election Code. (Republican Party will submit a minimum of nine names for the signature committee and twelve names for the ballot board. Democratic Party will submit a minimum of six names for the signature committee and nine names for the ballot board.)
- 2.4 On December 27, 2021 (or in the case of a runoff election, on March 7, 2022) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the election dates

for the election and the runoff election, certify in writing and via email to the CONTRACTING OFFICER (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot. Pursuant to Texas Election Code Section 129.023 (b-1) the general custodian of election records shall notify the county chair(s) of the test at least 48 hours before the date of the test. The county chair shall confirm receipt of the notice.

- 2.5 Immediately after the candidate filing deadline, submit a list to the CONTRACTING OFFICER of the name, address, telephone number and email address of each candidate so that the CONTRACTING OFFICER can arrange for the candidates to proof the audio and text ballots.
- 2.6 Prepare and post all statutorily prescribed notices required by the Texas Election Code on the bulletin board at the Lubbock County Courthouse and PARTY website. Send copy of notices (via email in both Word and PDF format) and a link to the PARTY website to the CONTRACTING OFFICER.
- 2.7 On or before December ____, 2021, notify the CONTRACTING OFFICER of the date, time and locations the PARTIES will be conducting their respective primary precinct, county, senatorial, and state conventions.
- 2.8 The PARTIES, or their designated representative, shall appear in person at the Elections Office to proof audio and text ballots as well as all reports prepared by the Elections Office. The PARTIES will also provide bi-lingual representative to proof the audio and text of Spanish ballots. The PARTIES, or their designated representative, shall be available to proof ballots at any time from December 27, 2021 through January 12, 2022.
- 2.9 The PARTIES agree to provide at least one person from their respective party to help conduct the Public Logic and Accuracy Test, as required by the Texas Election Code.
- 2.10 The PARTIES will work diligently to provide the CONTRACTING OFFICER with name, address and contact information (including cell phone number, home phone number, and email address if available) of persons to fill election worker vacancies. The PARTIES shall only submit names of persons who meet the CONTRACTING OFFICER's election worker job description, which includes possessing the requisite computer skills necessary to adequately understand and operate all applicable equipment. The PARTIES will also work diligently to provide contact information for bi-lingual election workers in order to meet Department of Justice guidelines with regard to minority language requirements.

3. *Compensation, Billing, and Payment.*

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the PARTIES shall pay the CONTRACTING OFFICER for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; convention notices, newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the

early voting ballot board, signature verification committee and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the CONTRACTING OFFICER to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 Pursuant to Chapter 173 of the Texas Election Code the following is a list of itemized expenses for which the CONTRACTING OFFICER will incur and pass onto to the PARTIES:

- Sample Ballots – (\$0.15 per page) (printing cost)
- Mail Ballots (Ballots only) – (\$0.15 per page) (printing cost)
- Election Kits (\$40.00 each)
- Publication of Public Logic & Accuracy Testing
- Vendor and County Technical Support (\$12.00 or \$15.00 per hour dependent on position)
- Rental of Equipment (This rate is set by the Secretary of State’s Office - \$5.00 each piece)
- Voting Equipment Transportation (Including labor, fuel, and trucks)
- Precinct Workers (Election Day only) (This does not include the temporary service firm’s markup as it is not allowed, therefore this is billed at only \$12.00 an hour)
- Delivery fee (\$25.00 per Judge (Supervisor), this amount is set by Secretary of State)
 - To be split between Co-Judges (Supervisors) during primaries as set by Secretary of State
- Central Counting Station Manager (County Personnel – no charge for this position)
- Tabulation Supervisor (County personnel – no charge for this position)
- Assistant Tabulation Supervisor (County personnel – no charge for this position)
- Central Count Station Personnel (includes Judge and Clerks at \$12.00 hour; this rate is set by Secretary of State)
- Early Voting Ballot Board Personnel (include Judge and Clerks at \$12.00 hour; this rate is set by Secretary of State)
- Provisional and Late Ballot Board (included with Early Voting Ballot Board)
- Election Day Supplies (includes Seals for all equipment, Controller paper \$1.05 ea, and Signature labels \$12.81 per roll) (Sim Pull Tite Seals \$0.25 ea, Paper Seals \$0.45 ea, Bag Seals \$0.12 ea, Wire Seals \$0.36 ea)
- Security
- Miscellaneous – County Staff overtime

3.3 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the PARTIES shall pay the CONTRACTING OFFICER a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.4 Notwithstanding anything to the contrary in this Contract, the CONTRACTING OFFICER may be paid money in advance to conduct the election and the runoff election from the

PARTIES, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the CONTRACTING OFFICER may make expenditures for the election and runoff election.

- 3.5 Notwithstanding anything to the contrary in this Contract, the CONTRACTING OFFICER in will seek direct payment of actual expenses incurred by the CONTRACTING OFFICER in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code, as pursuant to House Bill 1735, 85th Legislative Session (2017).
- 3.6 Vendor(s) providing election services or materials to the CONTRACTING OFFICER or PARTIES for a primary or runoff primary election shall directly bill the SOS for the cost of the services or materials used on election day for which state funding is available unless the CONTRACTING OFFICER is required to pay the expense under Section 173.003.
- 3.7 A cost estimate for the services, equipment, and supplies provided by the CONTRACTING OFFICER for the election and the runoff election will be submitted through the Primary Finance System as Texas Secretary of State guidelines require. The cost estimate should express costs in the categories set forth in the PARTIES' Primary Cost Estimate and the PARTIES' Primary Runoff Cost Estimate. The PARTIES and the CONTRACTING OFFICER acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The CONTRACTING OFFICER and the PARTIES also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.8 As soon as reasonably possible after the election or the runoff election, the CONTRACTING OFFICER will submit an itemized invoice through the Primary Finance System as required by the Texas Secretary of State (i) for the actual expenses he/she incurred as described in Paragraph 3.1 and 3.2 above and (ii) for the CONTRACTING OFFICER'S fee as described in Paragraph 3.3 above. The invoice shall reflect any advance monies paid under Paragraph 3.4 and any direct payments made under Paragraph 3.5. The CONTRACTING OFFICER will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.9 After the primary and runoff elections, a Final Cost Report detailing actual costs must be submitted to the SOS. The net difference between the final costs and revenue received prior to the election will result in either another payment being issues by the state or funds will be due back to the state from the funds advanced by the state before the election. This report must be submitted by through the SOS Primary Finance System..."
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the CONTRACTING OFFICER is the early voting clerk for the election and the runoff election, both with respect to early voting in person and by mail. Neither the County nor the CONTRACTING OFFICER shall be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Intercivic Verity Voting 2.4 System.

6. ***Acknowledgement of Shared Election.*** The PARTIES acknowledge that the election is a Joint Primary conducted under Section 172.126, Texas Election Code, and that the CONTRACTING OFFICER, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the PARTIES agree to share common polling places and the cost of ballot programming, as well as voting equipment, voter check-in equipment, common set of election workers and supplies, with the other political party.
7. ***General Provisions.***
- 7.1 The PARTIES acknowledge that the CONTRACTING OFFICER may be required to make last minute substitutions for vacancies in election judge or alternate judge positions due to worker cancellations and equipment allocations.
- 7.2 In the event either or both of the PARTIES choose to hold primary precinct conventions on election night, the CONTRACTING OFFICER will inform Vote Center representatives that the PARTIES desire an area on the premise in which to conduct precinct conventions to begin no earlier than 7:30 p.m. or after the last voter has voted on election night. The PARTIES acknowledge that the CONTRACTING OFFICER has no control over the size or the location of the area designated by the polling place representative for precinct convention use. The PARTIES assume responsibility for following up with the Vote Center representatives to confirm use of the premise.
- 7.3 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 nontransferable functions specified by Section 31.096, Texas Election Code or other relevant provisions of Texas law.
- 7.4 The PARTIES agree to furnish the CONTRACTING OFFICER with the emergency contact information of at least two people having decision making authority for the PARTIES.
- 7.5 The CONTRACTING OFFICER is the agent of the PARTIES for purposes of contracting with third parties with respect to the election expenses within the scope of the CONTRACTING OFFICER'S duties, and the CONTRACTING OFFICER is not liable for the PARTIES' failure to pay a claim.
- 7.6 The CONTRACTING OFFICER shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Lubbock County, Texas.
- 7.7 Only the actual expenses directly attributable to the Contract may be charged to the PARTIES by the CONTRACTING OFFICER, including administrative fees, Section 31.100, Texas Election Code.
- 7.8 The PARTIES and CONTRACTING OFFICER acknowledge that the CONTRACTING OFFICER can and shall request the SOS directly pay the CONTRACTING OFFICER for actual expenses rather than paying the PARTIES as allowed under Section 173.0832 of the Texas Election Code. Both parties to this Contract acknowledge that the PARTIES should

not request the CONTRACTING OFFICER to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the CONTRACTING OFFICER should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

- 7.9 For purposes of implementing this Contract, the CONTRACTING OFFICER and the PARTIES designate the following individuals, and whenever the Contract requires submission of information or notice to the CONTRACTING OFFICER or the PARTIES, submission or notice shall be made to these individuals:

For the CONTRACTING OFFICER:

Name: Roxzine Stinson, Elections Administrator
Mailing Address: P.O. Box 10536
Lubbock, Texas 79408
Telephone: 806.775.1338
Fax: 806.775.7980
Email: rstinson@lubbockcounty.gov

For the DEMOCRATIC PARTY:

Name: Gracie Gomez
Mailing Address: P.O. Box 94035
Lubbock, TX 79493
Telephone: 806.749.8683
Email: lcdpchairman@gmail.com

For the REPUBLICAN PARTY:

Name: Cole Shooter
Mailing Address: 2642 34th Street
Lubbock, TX 79410
Telephone: 806.797.3197
Email: office@lubbockgop.org

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By Roxine Stinson

Title Elections Administrator

Date November 30, 2021

The Democratic Party

By Gracie Gomez

Title Lubbock County Democratic Party Chair

Date November 30, 2021

The Republican Party

By [Signature]

Title Republican County Chairman

Date 11/30/2021

The State of Texas
County of Lubbock

Before me, the undersigned authority, on this day personally appeared Gracie Gomez, Cole Shooter and Roxzine Stinson known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 30th day of November, 2021.

(Seal)



Kristen Phelps
Signature of officer administering oath

NOTARY
Title of officer administering oath

APPROVED AS TO FORM:

By: Jennifer Irlbeck
Jennifer Irlbeck
Assistant Criminal District Attorney
Civil Division
Lubbock County Criminal District Attorney's Office