

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9<sup>th</sup> day of December, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Commissioner Olsen
3. Pledge of Allegiance
4. Public Comments-no comments

**Consent Agenda**

- Motion to approve consent agenda items 5-11 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
5. Motion to approve minutes from the previous meetings of November 25th, 2013 and December 5, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 11/30/2013)
7. Motion to approve the minutes of the October 3<sup>rd</sup>, 2013, Planning and Zoning meeting  
**TO WIT PG 1231**
8. Motion to approve a replat in the Woods Phase II Lots 5 & 6 for Gary Ray
9. Motion to approve Revenue Certification for FY 2013 revenue from the State of Texas State Criminal Alien Assistance Program pursuant to Local Government Code (LGC) Section 111.0706  
**TO WIT PG 1232**
10. Motion to approve Revenue Certification for FY 2014 revenue received from the Corsicana Navarro County 100 Club pursuant to Local Government Code (LGC) Section 111.0706
11. Motion to approve special budget amendment in accordance with LGC. Sec. 111.07075 to increase Sheriff's Office budget for operating equipment (101-560-320) in the amount of \$5,000  
**TO WIT PG 1233**

All voted aye motion carried

**Regular Agenda**

12. No action taken on Burn Ban - remains off
13. Motion to approve TCDRS rate of 10.70% for 2014 due 12/16/2013 per Frank Hull by Comm. Grant sec by Comm. Martin **TO WIT PG 1234**  
All voted aye motion carried
14. Motion to approve of update/report on Navarro County sponsored "Coast to Coast" free prescription card by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
15. Motion to approve variance for a building to be approximately one (1) foot over the building line setback in Bluffview Estates Phase I lot 7 for Harold Bridgeforth by Comm. Martin sec by Comm. Grant  
All voted aye motion carried
16. Motion to approve a replat in Raymond Hayes Investment Tracts Phase II Tract #23 for Karen Davenport and Neri Gutierrez by Comm. Martin sec by Olsen  
All voted aye motion carried
17. Motion to approve purchase of a Mack Truck in Pct. 1 with Volvo and Mack Truck through Buy Board by Comm. Grant sec by Comm. Martin  
All voted aye motion carried
18. Motion to approve purchase of Belly Dump Truck in Pct. 1 with Porter Truck Sales in Hutchins by Comm. Grant sec by Comm. Olsen  
All voted aye motion carried
19. Motion to approve a joint Primary Contract between Navarro County and Republican Party and Democratic Party for the March 4<sup>th</sup>, 2014 Primary Election by Comm. Olsen sec by Comm. Warren **TO WIT PG 1235-1249**  
All voted aye motion carried
20. Motion to approve engaging Allison and Bass Law Firm to create CETRZ grant application process by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
21. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried

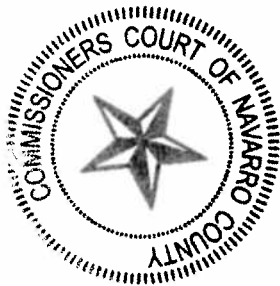
Motion to come out of Executive Session by Comm. Warren sec by Comm. Grant  
All voted aye motion carried

22. No action taken on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel
23. Motion to adjourn by Comm. Martin sec by Comm. Warren  
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEED DECEMBER 9th, 2013.

SIGNED \_\_\_\_\_ 9<sup>th</sup> \_\_\_\_\_ DAY OF DECEMBER 2013.

  
\_\_\_\_\_  
SHERRY DOWD, COUNTY CLERK





#9

125a

**SPECIAL BUDGET**

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.0706**


<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
2013-101-330-040	Federal – Alien Assistance	\$ 0.00	\$ 28,911.00	\$ 28,911.00


This budget amendment is to recognize the unbudgeted revenue received from the state of Texas from the State Criminal Alien Assistance Program grant.


Submitted by:

Revenue Certified by:

Approved by Commissioners Court:

  
 Kathy B. Hollomon  
 Navarro County Auditor

  
 Kathy B. Hollomon  
 Navarro County Auditor

  
 H. M. Davenport Jr.  
 Navarro County Judge

Date: 11/25/13

Date: 11/25/13

Date: 12-9-13

#11  
**RECEIVED**

1233

NOV 25 2013

**SPECIAL BUDGET**

NAVARRO COUNTY  
AUDITOR'S OFFICE

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.07075**

<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
2014-101-380-408	Community Grants	\$ 0.00	\$ 5,000.00	\$ 5,000.00
2014-101-560-320	Operating Equipment	\$98,300.00	\$ 5,000.00	\$103,300.00

**This budget amendment is to recognize the unbudgeted revenue received from the state of Texas from the State Criminal Alien Assistance Program grant.**

Submitted by:

*Elmer Tanner*

Elmer Tanner  
Navarro County Sheriff

Date: 11/25/13

Revenue Certified by:

*Kathy B. Hollomon*

Kathy B. Hollomon  
Navarro County Auditor

Date: 11/25/13

Approved by Commissioners Court:

*H. M. Davenport Jr.*

H. M. Davenport Jr.  
Navarro County Judge

Date: 12-9-13

#13

1234

**Navarro County, #274**  
**Authorization to maintain TCDRS plan provisions**  
**Plan Year 2014**

With respect to the participation of Navarro County in the Texas County & District Retirement System (TCDRS) for the 2014 plan year, the following order was adopted:

1. Navarro County makes no change in the plan provisions for non-retirees.
- \* 2. With respect to benefit payments being paid to retirees or their beneficiaries, Navarro County (**check one box**):
  - does not adopt a cost-of-living adjustment (COLA).
  - adopts a \_\_\_\_% CPI-based COLA.
  - adopts a \_\_\_\_% flat-rate COLA.

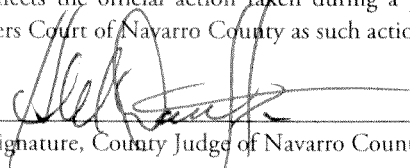
- \* 3. The required employer contribution rate for Plan Year 2014 will be the following:
  - (a) Required rate without COLA: 10.70%
  - (b) COLA rate: + 0 (enter 0 if not adopting a COLA)
  - (c) **Total required rate** (a + b): = 10.70%

- \* 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Navarro County adopts for Plan Year 2014 (**check one box**):
  - the **total required rate** listed above.
  - add a new elected rate of \_\_\_\_\_%.

5. In the event the 2014 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Navarro County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

**Certification**

I certify that the foregoing authorization concerning the participation of Navarro County in TCDRS for Plan Year 2014 truly and accurately reflects the official action taken during a properly posted and noticed meeting on \_\_\_\_\_, 2013, by the Commissioners Court of Navarro County as such action is recorded in the official minutes.

  
 \_\_\_\_\_  
 Authorized Signature, County Judge of Navarro County

H.M. DAVENPORT, Jr.  
 \_\_\_\_\_  
 Printed Name

Dated: 12-9-13

\* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

#19

1235

Prescribed by Secretary of State (Form JRC)  
Elections PRIM/jresolution.doc  
Joint Resolution Contract, Texas Administrative Code rule §81.157  
Section 172.126, V.T.C.A., Election Code, 09/2011

**PRIMARY JOINT RESOLUTION**

**A. JOINT RESOLUTION**


WHEREAS, the Democratic Party of Navarro County, Texas, and the Republican Party of Navarro County, Texas, desire to enter into a 2014 Joint Primary Election Services Contract with the Navarro County Election Officer.

AND WHEREAS, the Commissioners Court of Navarro County, Texas desires to give authorization for said Contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, Linda Mertz, Democratic County Chair, and Frank Steed, Republican County Chair, and Danda Parker, County Election Officer of Navarro County, Texas, for the conduct and supervision of the Navarro County Joint Primary Election on March 4, 2014, and the Navarro County Joint Primary Runoff Election, if necessary, on May 27, 2014.

PASSED AND APPROVED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 1

  
\_\_\_\_\_  
Signature of County Judge

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 2

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 3

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 4

Navarro County Democratic Party

Navarro County Republican Party

By: \_\_\_\_\_, County Chair

By: \_\_\_\_\_, County Chair

County Elections Official

By: \_\_\_\_\_, County Election Officer



#19

1234

**2014 JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF NAVARRO**

**THIS CONTRACT** is made and entered into this 19 day of NOV, 2013, by and between the Navarro County Republican Party, acting by and through the Chair of its County Executive Committee, Frank Steed (*name*), hereinafter referred to as "Party," and Danda Parker (*name*), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on March 4, 2014 (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on May 27, 2014 (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 Navarro County Commissioners Court on December 9, 2013, Navarro County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

**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 Party 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 (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election:

- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended, on behalf of the Party for the election and runoff election.
- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.
- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each

voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom 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 judges and clerks.

- 1.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (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).)
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 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.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.

- 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
- 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**2. Duties and Services of the Party.** The Party 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 with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
- 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.3 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 commissioner's 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.
- 2.4 As soon as possible after December 9, 2013 (or in the case of a runoff election, after the canvass of the March 4, 2014 election), certify in writing 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, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
- 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
- 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**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 Party 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; 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, 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 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party 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.
- 3.3 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 Party, 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.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may 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 (created by NEW LAW, House bill 1789, 82<sup>nd</sup> Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party 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 Party 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.

- 1 6 7 4
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. 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.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, The Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
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 voting by mail. The county shall not 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 ES&S Ivotronics & M100s.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(d), 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 Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
- 7.1 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.
- 7.2 The Contracting Officer is the agent of the Party 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 Party's failure to pay a claim.

- 7.3 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 **Navarro** County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party 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.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

*Name* **Danda Parker**  
*Mailing Address* **P.O. Box 1018**  
**Corsicana, TX 75151**  
*Tel.:* **903-875-3330**  
*Fax:* **903-875-3331**  
*Email:* **dparker@navarrocounty.org**

For the Party:

*Name* **Frank Steed**  
*Mailing Address* **P.O. BOX 1272**  
**Corsicana, TX 75151**  
*Tel.:* **903-872-6287**  
*Fax:*  
*Email:* **fsteed@thesteedconsultancy.com**

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

The Contracting Officer

By [Signature]  
Title **Elections Administrator**  
Date 11/18/13

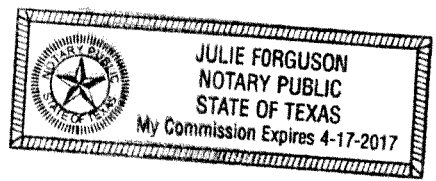
The Party

By [Signature]  
Title **Chairman**  
Date 11/19/2013

The State of Texas §  
County of Navarro §

Before me, the undersigned authority, on this day personally appeared Frank Steed and Danda Parker 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 19th day of November, 2013.

(Seal)



[Signature]  
Signature of officer administering oath  
Adm. Asst.  
Title of officer administering oath

**2014 JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF NAVARRO**

**THIS CONTRACT** is made and entered into this 19 day of Nov, 2013, by and between the Navarro County **Democratic** Party, acting by and through the Chair of its County Executive Committee, Linda Mertz (*name*), hereinafter referred to as "Party," and Danda Parker (*name*), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on **March 4, 2014** (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on **May 27, 2014** (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 Navarro County Commissioners Court on December 9, 2013, Navarro County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

**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 Party understand the tasks each is to perform in connection with the election and the runoff election:

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- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended, on behalf of the Party for the election and runoff election.
- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.
- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each



- voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom 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 judges and clerks.
- 1.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
  - 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
  - 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (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).)
  - 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
  - 1.8 Program, or arrange to have programmed, the ballot.
  - 1.9 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.
  - 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
  - 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
  - 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
  - 1.13 Obtain voter registration lists to be used during early voting and on election day.
  - 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
  - 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.

- 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
- 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**2. Duties and Services of the Party.** The Party 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 with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
- 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.3 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 commissioner's 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.
- 2.4 As soon as possible after December 9, 2013 (or in the case of a runoff election, after the canvass of the March 4, 2014 election), certify in writing 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, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
- 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
- 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

**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 Party 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; 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, 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 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party 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.
- 3.3 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 Party, 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.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may 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 (created by NEW LAW, House bill 1789, 82<sup>nd</sup> Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party 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 Party 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.

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- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. 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.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, The Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
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 voting by mail. The county shall not 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 ES&S Ivotronics & M100s.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(d), 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 Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
7. **General Provisions.**
- 7.1 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.
- 7.2 The Contracting Officer is the agent of the Party 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 Party's failure to pay a claim.

- 7.3 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 **Navarro** County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party 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.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

*Name*                    **Danda Parker**

*Mailing Address*   **P.O. Box 1018**  
**Corsicana, TX 75151**

*Tel.:*                    **903-875-3330**

*Fax:*                    **903-875-3331**

*Email:*                **dparker@navarrocounty.org**

For the Party:

*Name*                    **Linda Mertz**

*Mailing Address*   **1704 Crestmont**  
**Corsicana, TX 75110**

*Tel.:*                    **903-229-0095**

*Fax:*

*Email:*                **navarrocountydemocratic\_h@yahoo.com**

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

The Contracting Officer

By *Darrel Parker*

Title **Elections Administrator**

Date 11/18/13

The Party

By *Linda Mertz*

Title **Chairman**

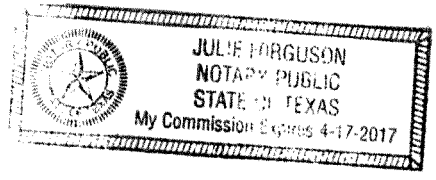
Date 11/19/13

The State of Texas §

County of Navarro §

Before me, the undersigned authority, on this day personally appeared Linda Mertz and Darrel Parker 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 19 day of November, 2013.

(Seal)



*Julie Ferguson*  
Signature of officer administering oath

Adm. Asst.  
Title of officer administering oath