

**2023 ELECTION SERVICES CONTRACT
BETWEEN SABINE COUNTY AND THE HEMPHILL ISD**

This contract for election services made by and between Hemphill ISD (hereinafter called "the Election Entity") and Sabine County, hereinafter called the County, is based on the following:

The Election Entity and the County have determined that it is in the public interest of the residents of the Election Entity that the FOLLOWING contract be made and entered into for the purpose of having the County furnish to the Election Entity certain election equipment needed by the Election Entity for the GENERAL election on May 6, 2023 (herein called the "the election"). This equipment shall be provided by and through the immediate supervision of the County Clerk of Sabine County, Texas which is herein called the Clerk.

THIS CONTRACT is effective upon the approval of the governing body of the entity.

IN CONSIDERATION of the premises and mutual promises and obligations herein set, it is agreed:

1. Hemphill ISD will utilize the Sabine County Clerk's early voting room to conduct early voting and election day voting.
2. County will supply the voting equipment verity scanner and verity touch writer for the District.
3. Cost of the equipment programming, ballots, supplies, mailing of drives for programming, posting of published legal notices required by the law in connection with the respective election, and rental on the election equipment (there is a 5% fee for the county election equipment) will be reimbursed to the county by the District. County will furnish invoices, time sheets for all such cost. County will charge the District an administration fee of 10% of the cost of election.

4. County will pay Election Official, Judges, Clerks, Early Voting Clerks, etc. for the District. The District will reimburse the County for the time and service provided.
5. District will be responsible for posting the election results for its respective election.
6. The District will be responsible for its own election records and for the canvassing of its own election.
7. Any further expenditures to be incurred pertaining to the election not specifically addressed above will be paid by the County and reimbursed by the District.

LOSS AND DAMAGE: Election Entity assumes all risk of loss of and damage to the election equipment from any cause. In the event of loss of or damage to the election equipment, Election Entity, at the option of Sabine County, shall. (if applicable)

- (a) repair the election equipment, at its cost and expense, subject however to warranty coverage proved by manufacture.
- (b) replace the property with property in good repair property shall then become subject to this agreement; or
- (c) pay Sabine County, in cash, \$6,100.00 (verity scan) and \$5,300.00 (verity touch writer) "stipulated loss value".

The Clerk will submit the actual cost for the contracted lease, pursuant to the Contract with the Election Entity, once all invoices and bills have been received by the Clerk.

Date this 27th day of March, 2023.

County of Sabine

By: *David R. Elliott*
COUNTY JUDGE

Printed Name

Attested:

Jamie Clark
COUNTY CLERK

Jamie Clark
Printed Name

Kim Scales
Signature of Board Member

Andrew K. Hall
Signature of Board Member

MARTY CAFFEY
Signature of Board Member

[Signature]
Signature of Board Member

Jammie W. Cox
Signature of Board Member

Gary R. Parks
Signature of Board Member

[Signature]
Signature of Board Member

SEAL

