



**Dallas County**  
**BRIEFING / COURT ORDER**  
**Commissioners Court - Jan 11 2022**

☐ Resolution  
☒ Solicitation/Contract  
☐ Executive Session  
☒ Addendum

**March 1, 2022 Joint Primary Election Authorization and Contract**

**Briefing Date:** Jan 11 2022  
**Funding Source:** N/A  
**Originating Department:** Elections  
**Prepared by:** Malissa Kouba, Deputy Elections Administrator  
**Recommended by:** Michael Scarpello, Elections Administrator

**BACKGROUND INFORMATION:**

The Primary election will be held on March 1, 2022. This briefing is submitted to 1) authorize conducting a Joint Primary Election with the Dallas County Elections Department and Democratic and Republican parties in accordance with Texas Elections Code 172.126, and 2) approve the Election Services Contract to conduct the Joint Primary Election submitted as "Attachment A".

**RECOMMENDATION:**

The Commissioners Court authorize conducting a Joint Primary Election with the Dallas County Elections Department and Democratic and Republican parties in accordance with Texas Elections Code 172.126, and approve the Election Services Contract to conduct the Joint Primary Election submitted as "Attachment A".

**MOTION:**

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby  
1) Authorize conducting a Joint Primary Election with the Dallas County Elections Department and Democratic and Republican parties in accordance with Texas Elections Code 172.126.  
2) Approve the Election Services Contract to conduct the Joint Primary Election submitted as "Attachment A".

**CONTRACT DETAILS:**

<b>Contract Title:</b>	MARCH 1, 2022 JOINT PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS, COUNTY OF DALLAS
<b>Description:</b>	Contract to conduct Joint Primary Election
<b>Transaction Type:</b>	New
<b>Contract Number:</b>	<b>Total Cost:</b>
<b>Start Date:</b>	<b>Expiration Date:</b>

**Vendor:** Democratic Party & Republican Party

**ATTACHMENTS:**

[Attachment A](#)

**MARCH 1, 2022 JOINT PRIMARY ELECTION  
SERVICES CONTRACT WITH THE COUNTY  
ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF DALLAS**

**THIS ELECTION SERVICES CONTRACT (“Contract”)** is made and entered into this 11<sup>th</sup> day of January 2022, by and between the Dallas County Democratic Party, acting by and through the Chair of its County Executive Committee, Kristy Noble, the Dallas County Republican Party, acting by and through the Chair of its County Executive Committee, Jennifer Stoddard Hajdu hereinafter referred to as “Parties,” or “Party” and Michael Scarpello, County Election Administrator of Dallas County, Texas, hereinafter referred to as the “Contracting Officer,” under the authority of Texas Election Code, Section 31.092(b), and relating to the conduct and supervision of the Parties’ Primary Election on Tuesday March 1, **2022** (hereinafter referred to as the “**Election**”), and the Parties’ Runoff Primary Election, if necessary, on Tuesday 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 Dallas County Commissioners Court on January 11, 2022, Dallas County Elections Administrator, and the County Chairs of the Dallas County Republican Party and the Dallas 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 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. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State (“**SOS**”) by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the Contracting Officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost born by the county. Costs not payable with state- appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the Election in the county as set forth in Section 31.093(d), Texas Election Code.
- 1.2 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.
- 1.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the Election (and of any runoff election) and a notice of consolidated precincts, if applicable, on the county's Internet website. 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.
- 1.4 In accordance with Section 43.007(a)(4), and Section 172.126 of the Texas Election Code the Contracting Officer shall attempt to utilize the countywide polling places, hereinafter referred to as "Vote Centers", approved by the Dallas County Commissioners Court on September 3, 2019. If any of the approved Vote Centers do not confirm their availability for use for the Election, the Contracting Officer shall make an effort to replace the unavailable Vote Center with another facility within a one-mile radius, or as close as possible, but shall conclude those replacement efforts by January 31, 2022 and provide a final list of Vote Centers to the Parties the following day. In the event that a Vote Center is not available for use, the Contracting Officer will inform both Parties and provide information at the Vote Center regarding the four (4) nearest Vote Centers and their proximity to the closed location.
- 1.5 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one presiding judge from each Party and one set of election clerks from both Parties (not to exceed the maximum number set by the SOS) for each Vote Center from the names submitted by the Parties. The presiding judge of each Party for each election day Vote Center shall serve as a co-judge. The Contracting Officer shall appoint election clerks in accordance with the rules prescribed by the Texas Secretary of State, but recognizing that any shortages in election clerks or judges from one party may be filled by clerks or judges from the opposite party, if necessary, to assure that no vote centers are closed on Election Day because of a shortage of workers. In the event of an issue with a voter, the presiding judge of the voter's Party shall address and resolve the issue without interference from the presiding judge of the opposite Party. The Contracting Officer shall attempt to ensure Party balance among all Vote Center election workers by utilizing the names submitted by the Parties.
- 1.6 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.7 Design, schedule and deliver in-person basic and advanced training classes for new election judges and clerks, and online basic and advanced training classes for experienced election judges and clerks in accordance with Texas Administrative Code Title 1, Part 4, Subch. F Sections 81.120(a) & 81.121(c). The Contracting Officer shall advise all election workers of

current Centers for Disease Control and Dallas County COVID-19 protocol during trainings.

- 1.8 Arrange for payment of election judges at a rate of \$18 per hour and clerks at a rate of \$16 per hour for services and duties performed subject to the SOS reimbursement of \$12 per hour per poll worker and depositing 75% of the estimated cost of the election outlined in Exhibit A (which is attached and incorporated herein for all purposes) with the Dallas County Treasurer, and, subject to the Parties' compliance with Section 173.008 of the Texas Election Code.
- 1.9 Hire, train, and assign forty-five (45) County Inspectors to a route of Vote Centers for the purpose of monitoring and providing supervision of activities at Vote Centers on Election Day.
- 1.10 Hire, train, and assign twenty-two (22) Election Technicians to be deployed to Vote Centers to troubleshoot election equipment issues at Vote Centers on Election Day.
- 1.11 Procure and distribute all supplies necessary to conduct an election, including without limitation, serialized pre-numbered (all numbers no letters) sequential ballots, signage, office supplies, ballot boxes, tables, and chairs to be used at Vote Centers.
- 1.12 Procure all necessary electronic poll books with current voter registration lists, wireless routers, voting machines, and vote tabulators, prepare them for use, and transport them to all early voting and Election Day Vote Centers. All election equipment will be utilized by all voters, regardless of party affiliation or choice of ballot on Election Day.
- 1.13 In accordance with Section 172.126(c) Texas Election Code, and rules prescribed by the Texas Secretary of State appoint one presiding judge from each Party, who will serve as co-judges of the early voting ballot board and appoint a sufficient number of clerks to serve on the board. Both judges and clerks will be paid at the regular rate of pay for like work and will be chosen from the list of names submitted by the Parties.
- 1.14 In accordance with Section 172.126(d) Texas Election Code, each co-judge has the exclusive authority to conduct challenges on the eligibility of voters and tabulate the votes in the primary of the Party with which that co-judge is affiliated or aligned.
- 1.15 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct and program, or arrange to have programmed, the ballot to include pre-printed sequential numbers on such ballots.
- 1.16 Post on the county's internet website and 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/or the legal notice of the logic and accuracy test of the direct recording voting electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, or the voting system that uses electronic voting systems under 129.021- 129.023, Texas Election Code, or the voting

system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.17 Arrange for the use of a central counting station and for the central counting station manager and 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.
- 1.18 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State appoint one presiding judge from each Party, who will serve as co-judges of the central counting station.
- 1.19 Prepare the unofficial tabulation of election results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each Parties' primary election.
- 1.20 Submit Election Night Returns ("**ENR**") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.21 Prepare and submit to the SOS and each Party an electronic report of the number of votes, including early voting votes, received by each candidate by precinct for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative as applicable, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 1.22 Provide a space in the Dallas County Elections Department for the Parties to have representatives on sight in order to facilitate communication between the Parties and the Dallas County Elections Department and to address issues on Election Day.

**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 As soon as possible, but not later than January 24, 2022, 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.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) on the bulletin board used for posting notices of meetings of the Commissioners Court and on the Parties' website as permitted by law. 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 the final candidate filing deadline (or in the case of a Runoff Election, after the canvass of the election) 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 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, Vietnamese, and any other required languages) that are to appear on the ballot.
- 2.5 Supervise the overall conduct of the Election in the county, including the tabulation of results as set forth in Section 31.093(d), Texas Election Code.
- 2.6 Agree to allow the Contracting Officer, to the best of his ability, to assign bilingual and student clerks to all Vote Centers on Election Day. The Parties also agree to include bilingual and student clerks in its count of Vote Center personnel; and, to request payment for student clerks in the same manner and rate as other poll workers. If the Contracting Officer is unable to meet the bilingual clerk assignment obligation to all Vote Centers on Election Day, assignment should be prioritized based on demographic need as determined by 2020 Census data.
- 2.7 Pursuant to the Texas Election Code, the Parties will prepare, adopt, and publish all election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. The Parties must send the Contracting Officer a copy of any election order, resolution, or notice related to the Election or Runoff Election within three (3) business days of publishing, adopting, or ordering it.
- 2.8 The Parties acknowledge and agree that the Contracting Officer reserves the right to intervene in any election contest or litigation in connection with this Election or Runoff Election in order to preserve any available remedies at law, and to preserve the Contracting Officer's obligations under this Contract and the Texas Election Code.
- 2.9 The Parties must notify the Contracting Officer in writing immediately after any official or employee of the Parties becomes aware of any election contest in connection with this Election or any Runoff Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, any election records in the possession of the Contracting Officer will be maintained by the Contracting Officer if there is an active criminal investigation or proceeding related to the election records until such investigation or proceeding is finally concluded.
- 2.10 The Parties agree the Contracting Officer may destroy any records in his possession from the Election or any Runoff Election after the twenty-two (22) month preservation period without further notice to the Parties. Notwithstanding the foregoing, if the Contracting Officer is notified of pending litigation related to the Election, then the Contracting Officer will preserve the election records until the litigation is completed and a judgment, if any, becomes final.

### **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 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 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. 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 SOS 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 require that money be paid in advance to conduct the Election and the Runoff Election from the SOS, 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 will receive 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.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Parties authorize the Contracting Officer to pay directly to the election 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. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.



- 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 a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Parties' Primary Cost Estimate and the Parties' Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Parties and the Contracting Officer acknowledge that the cost of the Election and the Runoff Election is paid for from state-appropriated 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.
- 3.7 As soon as reasonably possible after the Election or the Runoff Election, the Contracting Officer will submit an itemized invoice to the Parties (i) for the actual expenses he incurred as described in Paragraph 3.1 above; and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4.
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 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. The Contracting Officer will accept recommendations for appointments for early voting judges and clerks from the Parties if received on or before January 21, 2022.
5. **Voting System.** The voting system to be used in the election and runoff election is the Election Systems & Software ("ES&S") ExpressVote Universal Voting System (Ballot Marking Device), EVS 6.0.2.0, Firmware 2.4.0.0; the ES&S DS200 Digital Precinct Scanner, EVS 6.0.2.0, Firmware 2.17.0.0.; ES&S' Model DS850; the **High-Speed Scanner and Tabulator, Version 1, EVS 6.0.2.0.**
6. **Acknowledgement of Shared Polling Places.**
- 6.1 The Parties acknowledges that the Election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.093(e) may enter into a similar 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 Vote Centers and all election equipment with the other political party.

- 6.2 In accordance with Texas Administrative Code Title 1, Part 4, Subch. G, Section 81.151(a) and (b) a co-judge may process non-standard voters, including provisional voters from the judge's own party and a co-judge may only determine a voter's intent on an irregularly marked ballot cast by a voter from the co-judge's own party. Other than the instance stated above, all voters will utilize the same processes, electronic poll books, voting machines, and vote tabulators at a Vote Center.
- 6.3 In accordance with Texas Administrative Code Title 1, Part 4, Subch. G, Section 81.153(a)-(c) the co-judge from the Party whose candidate for governor received the highest number of votes in the precinct or consolidated precinct in the most recent gubernatorial general election shall deliver the election supplies, including the primary USB stick containing the vote totals as well as the paper ballots, to a regional site on election night. The co-judge shall keep the backup USB stick containing the vote totals and shall deliver it to the Dallas County Elections Department in person on election night.
- 6.4 Parties agree that election workers are required to act in accordance with Centers for Disease Control and Dallas County COVID-19 protocols.

## **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.
- 7.2 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 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 Dallas County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

- 7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 1 and 4 above, and the contractual duties outlined in this contract, the Parties acknowledges that the Parties should not request the Contracting Officer to incur additional 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. Notwithstanding the foregoing, both the Contracting Officer and the Parties may agree to allow the Contracting Officer to incur expenses on behalf of the Parties that are not reimbursable with primary funds under the SOS administrative rules, or Texas Statutes if the expenses are: 1) approved in writing by the Contracting Officer and the Parties; and 2) paid in advance by the Parties to the Contracting Officer prior to such expenses being incurred.
- 7.6 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: Michael Scarpello  
Mailing Address: 1520 Round Table Drive Dallas, TX 75247  
Tel.: 214-819-6335  
Fax: 214-819-6301  
Email: Michael.Scarpello@dallascounty.org

**For the Democratic Party:**

Name: Kristy Noble  
Mailing Address: 1414 N. Washington Ave, Dallas, TX 75204  
Tel: 214-821-8331  
Fax:  
Email: chair@dallasdemocrats.org

**For the Republican Party:**

Name: Jennifer Stoddard Hajdu  
Mailing Address: 11617 N. Central Expressway, Suite 240 Dallas Texas 75243  
Tel: 214- 663-6648  
Fax:  
Email: jennifer@dallasgop.org

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Parties' County Executive Committee warrant and represent that they are authorized to enter into this Contract.
- 7.8 This Contract will be governed and interpreted by the laws of the State of Texas and Dallas County, Texas is the exclusive jurisdiction and venue for any cause of action or administrative proceeding arising out of the performance of this Contract.

- 7.9 This Contract is expressly made subject to both the Contracting Officer's and Dallas County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties to this Contract expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that Dallas County or the Contracting Officer has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.**
- 7.10 It is not a waiver of default if the Contracting Officer or Parties fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and the Parties' or the Contracting Officer's use of any right or remedy will not preclude or waive a right to any other remedy. These rights and remedies are in addition to any other rights that the Parties or the Contracting Officer may have by law, statute, ordinance or otherwise. The Parties have a duty to mitigate damages.
- 7.11 Neither the Parties or the Contracting Officer shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. If either the Parties or the Contracting Officer are delayed by force majeure, then written notice of the delay shall be given as soon as reasonably possible to the other parties of this Contract. The Party or Contracting Officer that is delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, then the Party or Contracting Officer that is delayed shall immediately give the other parties to this Contract written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.
- 7.12 If any term of this Elections Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.
- 7.13 This Contract, including any exhibits or attachments, contains the entire agreement between the Contracting Officer and the Parties. The Contracting Officer and the Parties expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

7.14 The legal doctrine of contra proferentem will not apply to this Contract. Consequently, any ambiguity that may exist in this Contract will not be construed against the Parties who drafted this Contract.

[Signatures on following page]

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

The Contracting Officer

By\_\_\_\_\_

Title\_\_\_\_\_

(Seal)

Date\_\_\_\_\_

The Democratic Party

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

The Republican Party

By\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_