

CONTRACT FOR ELECTION SERVICES

Texas Election Code Sections 31 Subchapter D

THIS CONTRACT for election services made by and between the **Colmesneil ISD**, hereinafter called School and Donece Gregory, County Clerk of Tyler County, Texas, hereinafter called Contracting Officer is based on the following:

The **Colmesneil ISD** has determined it is in the best interest of the inhabitants of the School that the following contract be made and entered into for the purpose of authorizing the contracting officer to fulfill the duties as the Election Officer for all School elections until further notice.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out:

DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Conduct early voting at the designated polling place for early voting. The main early voting place is presently at the Tyler County Nutrition Center.
- (b) Contact the owner or custodian of the building where the polling location is located and arrange for its use as a polling place.
- (c) Procure and distribute all necessary election supplies, including:
 - (1) ballots;
 - (2) election kits;
 - (3) mail out kits; and
 - (4) allotment of ballot boxes and voting booths
- (d) Procure and prepare the following voting machines and equipment for use during early voting and polling locations:
 - (1) 1 – ExpressVOTE/DRE with Booth and Headset to be used for Early Voting
 - (2) 7 – ExpressVOTE/DRE with Booth and Headset to be used for Election Day
 - (3) 1 – DS200 Precinct Scanner for Early Voting
 - (4) 7 – DS200 Precinct Scanner for Election Day
 - (5) 7 – Electronic Poll Books (ExpressPOLL) for Election Day
 - (6) 1 – Electronic Poll Book (ExpressPOLL) for Early Voting
 - (7) 35 – Voting Booths
- (e) Arrange for the use of a central accumulation station and for the tabulating personnel and equipment needed at the accumulation station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.

- (f) Publish the legal notice of the date, time, and place of the electronic tabulating equipment and conduct such test.
- (g) Notify the election judges of the date, time, and place of the election training and arrange for a facility for holding the training.
- (h) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the entity who are responsible for holding the election.
- (i) Prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004.
- (j) Prepare the electronic precinct-by-precinct results report for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The County Clerk agrees to upload these reports for each participating authority unless requested otherwise. The County Clerk will also provide the service of scanning the ExpressPoll Books for purposes of maintaining Voter Histories, unless requested otherwise.
- (k) Be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State.

DUTIES AND SERVICES OF SCHOOL. The School shall be responsible for performing the following duties:

- (a) Prepare any submission of voting changes to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended.
- (b) Publish the legal notice of the election. Send a copy of the notice of election to the County Clerk for publishing on the county website. Each participating authority shall be responsible for the preparation, adoption, posting and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or participating authority's governing body, Charter, or ordinances, except that the County Clerk shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.
- (c) Furnish the County Clerk with list of candidates and/or propositions after the drawing for places on the ballot, as prescribed by law. Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English, unless otherwise contracted with the County Clerk for such services.
- (d) Participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election.

GENERAL CONDITIONS

- (a) 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 is 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 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the School for the 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 entity's failure to pay a claim.
- (c) Only the actual expenses directly attributable to the Contract may be charged including administrative fees. (Section 31.100(b), Texas Election Code). The County Elections Officer must submit the actual costs incurred pursuant to this Contract to the governing body as soon as possible after the election.
- (d) It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County Clerk may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, cost shall be pro-rated among the participants.

WITNESS the following signatures and seal:

COLMESNEIL ISD

**COUNTY CLERK/ELECTION OFFICER
TYLER COUNTY, TEXAS**

By: _____

By: _____

Date: _____

**Donece Gregory, County Clerk
Date: August 8, 2023**