## CONTRACT FOR ELECTION SERVICES

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

The **City of Woodville** has determined it is in the best interest of the inhabitants of the City 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 City elections until further notice.

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

<u>**DUTIES AND SERVICES OF CONTRACTING OFFICER.**</u> 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
  - (3) allotment of ballot boxes and voting booths
- (d) Procure and prepare the following voting machines and equipment for use during early voting and at the polling location:
  - (1) 1 ExpressVOTE/DRE with Booth and Headset to be used for Early Voting
  - (2) 3 Express VOTE/DRE with Booth and Headset to be used on Election Day
  - (3) 1 DS200 Precinct Scanner for Early Voting
  - (4) 3 DS200 Precinct Scanner for Election Day
  - (5) 1 ExpressPOLL with printers to be used for Early Voting
  - (6) 3 ExpressPOLLs with printers to be used for Election Day
  - (7) 15 Voting Booths for Election Day
- (e) Arrange for the use of a 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 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 school and arrange for a facility for holding the school.

(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.

<u>**DUTIES AND SERVICES OF CITY.**</u> The City 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.
- (c) Furnish the County Clerk with list of candidates and/or propositions after the drawing for places on the ballot, as prescribed by law.

## **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 City 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 no later than ten days after the election.

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**WITNESS** the following signatures and seal:

CITY OF WOODVILLE	TYLER COUNTY, TEXAS
By:	By:
, Mayor	Donece Gregory, County Clerk
Date:	<b>Date:</b> July 8, 2021