

CONTRACT FOR ELECTION SERVICES

Texas Election Code Sections 31 Subchapter D

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

The **City of Colmesneil** 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:

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
 - (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) 1 – ExpressVOTE/DRE with Booth and Headset to be used on Election Day
 - (3) 1 – DS200 Precinct Scanner for Early Voting
 - (4) 1 – DS200 Precinct Scanner for Election Day
 - (5) 1 – ExpressPOLL with printers to be used for Early Voting
 - (6) 1 – ExpressPOLLs with printers to be used for Election Day
 - (7) 5 – Voting Booths for Election Day
- (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 CITY. 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 and post 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.

**JOINT ELECTION AGREEMENT BETWEEN THE
CITY OF COLMESNEIL AND THE COUNTY OF TYLER, TEXAS**

This joint election agreement is made this 8th day of August, 2023, by and between the **City of Colmesneil** (the "City") and the **County of Tyler, Texas** (the "County").

Other political subdivisions conducting elections may enter into a similar agreement with the County to participate in this joint election.

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the City and the County will hold elections on the same day; and

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the County, the City, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by the City and the County (and any other political subdivision approved by the County who enters into a similar joint election agreement with the County) under the following terms and conditions:

1. The notice of election and order of election for the City will be the responsibility of the City. This includes any bills that may be incurred as a result of posting and publishing these notices. The notice may be published either jointly or separately with the County.
2. The Tyler County Clerk agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. The City and each additional participating authority agree to pay Tyler County for equipment, supplies, services and administrative costs as outlined in this agreement. The Tyler County Clerk will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election, unless contracted with the County Clerk.
3. The City and each other participating authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, and any other pertinent documents required by their respective governing bodies. The County and each participating authority may jointly publish the required notices dictated by the Texas Election Code.

4. Each participating authority agrees that voting at the joint election will be by use of ES&S ExpressVotes that meets the DRE requirements and optical scan voting system ES&S DS200 Precinct Scanners approved by the Secretary of State in accordance with the Texas Election Code. The Tyler County Clerk's Office will be responsible for the preparation of programs and the testing of the optical scan system.
5. The County agrees to provide ES&S ExpressVotes, DS200 Scanners, ExpressPolls and voting booths for the joint election.
6. Voting locations will be the voting locations for the county precincts as approved by Tyler County Commissioners' Court. The voting locations are listed in **Exhibit "A"** attached hereto and incorporated herein by reference. In the event a voting location is not available, the Tyler County Clerk will arrange for use of an alternate location with the approval of each participating authority affected by the change. Tyler County will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance that changes from the current list approved. The Tyler County Clerk will notify each participating authority of any changes from the locations listed in **Exhibit "A"**.
7. The Tyler County Commissioners' Court will appoint the Presiding Judge and alternate Presiding Judge for each polling location. The Tyler County Clerk shall arrange for the training and compensation of all Presiding Judges and clerks. If a person is unable or unwilling to serve, the Tyler County Clerk will make every effort to substitute the individual with someone of the same Party affiliation first and then whoever is available.
8. The Tyler County Clerk will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the Election Judges at the voting locations.
9. The Tyler County Clerk will provide instructions and other information needed to enable the Election Judges to conduct a proper election.
10. A joint ballot prepared by the Tyler County Clerk will be used for conducting the joint election. Each participating authority shall furnish the Tyler County Clerk a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) are to appear on the official ballot. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.
11. Donece Gregory, Tyler County Clerk, is appointed as Early Voting Clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy Early Voting judges/clerks will be appointed by the Early Voting clerk as needed to process Early Voting mail and to conduct Early Voting at the main location and branch locations.

12. Early Voting by personal appearance will be conducted at the locations and times as described in **Exhibit "B"** attached hereto and incorporated herein by reference. Any qualified voter for the Joint Election may vote early by personal appearance at either the main Early Voting location or at any one of the branch locations.
13. All requests for Early Voting ballots by mail that are received by participating authorities will be transported on the day of receipt to the Tyler County Clerk, Donece Gregory, 116 S. Charlton Street, Woodville, Texas 75979 for processing. Persons voting by mail will send their voted ballots to the Tyler County Clerk, 116 S. Charlton Street, Woodville, TX 75979.
14. All Early Voting ballots will be prepared for counting by an Early Voting Ballot Board appointed by the County in accordance with Section 87.001 of the Texas Election Code.
15. If the participating authority opts to conduct Early Voting for their entity, as a branch polling place: The political sub-divisions will assist in picking up the voter sign-in sheets each Early Voting day where practical and delivery to the County Clerk's office by 4:00 p.m.
16. The County Clerk will notify and bill the City for its' part of the cost for the programming and rental of the equipment, supplies, ballots, compensation of personnel, rental of the polling place and administrative cost if under contract.
17. The County will secure the location and facilities where the election will be conducted.
18. The County will be responsible for preparing and running the election.
19. The City will be responsible for canvassing the election results of their election.

[Signature page follows this page.]

The undersigned are the duly authorized representatives of the parties; governing bodies and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 8th day of August, 2023, by the Council members of the City of Colmesneil.

Duane Crew
Mayor

ATTEST: Wendy Bendy
City Secretary

APPROVED, this _____ day of August, 2023, by the County of Tyler, Texas.

Tyler County Judge, Milton Powers

ATTEST: _____
Tyler County Clerk, Donece Gregory

EXHIBIT "A"

Polling Places and Election Precincts

Voting Precinct #10

Colmesneil Community Center, Colmesneil

EXHIBIT "B"

Early Voting Location Places and Times for Early Voting

**Tyler County Nutrition Center
201 Willow
Woodville, Texas**

October 23rd through November 1st- 8:00 a.m. to 5:00 p.m.

Saturday, October 28- 8:00 a.m. to 8:00 p.m.

November 2nd & 3rd – 8:00 a.m. to 8:00 p.m.

EARLY VOTING CALENDAR – 2023



January 1, 2023 - first day to receive appl. for ballot by mail



October 23 to November 1 8 AM to 5:00 PM

October 28 – only Saturday 8 AM to 8:00 PM

November 2 & November 3 8 AM to 8:00 PM



October 27 - last day to receive an application for a ballot by mail



NOVEMBER 7 - LAST DAY TO RECEIVE BALLOT BY MAIL*

APPLICATIONS FOR VOTING BY MAIL SHOULD BE ADDRESSED TO:

**Donece Gregory
County Clerk
116 S. Charlton
Woodville, Texas 75979**