

CONTRACT FOR ELECTION SERVICES
Texas Election Code Sections 31 Subchapter D

THIS CONTRACT for election services made and entered into by and between Donece Gregory, County Clerk of Tyler County, Texas, hereinafter referred to as "Contracting Officer" and **ESD6**, hereinafter referred to as "**ESD6**", located entirely or partially inside the boundaries of Tyler County. This Contract is based on the following:

The **ESD6** has determined it is in the best interest of the inhabitants of **ESD6** 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 contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 for a Joint Uniform Election to be administered by the County Clerk/Voter Registrar.

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 places for early voting.
- (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
 - (5) lists of registered voters required by law for use on Election Day and for the Early Voting Period.
- (d) Procure and prepare the following voting machines and equipment for use during early voting and at each polling location:
 - (1) 1 – ExpressVOTE/DRE with Booth and Headset to be used for Early Voting
 - (2) 2 – ExpressVOTE/DRE with Booth and Headset to be used for 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 – EspressPOLLs with printers to be used for Election Day
 - (7) 5 – Voting Booths

- (e) In advance of Early Voting, the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- (f) Arrange for the use of a central accumulation 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.
- (g) Publish the legal notice of the date, time, and place of the electronic tabulating equipment and conduct such test.
- (h) Notify the election judges of the date, time, and place of election training and arrange for a facility for holding the training.
- (i) The Contracting Officer and staff shall be available from 6:00 am until the completion of vote total accumulation on Election Day to render technical support and assistance to voters and election workers.
- (j) The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
- (k) Prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The tabulation of Early Voting precinct results and Election Day results shall be made available to the city as soon as they are prepared and may be released under law, but not earlier than 7:05 pm on Election Day. The tabulation reports may be emailed if requested. The unofficial results will be posted to the Tyler County website on election night:
www.co.tyler.tx.us
- (l) The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the Early Voting Ballot Board (EVBB) after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time the EVBB will review mail ballots (late ballots) timely received under Section 86.007(d) Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- (m) Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the **ESD6**. The reports will serve as the canvass materials for the **ESD6**.

- (n) Perform a partial manual count of the electronic voting system ballots in accordance with Section 127.201 of the Texas Election Code.
- (o) 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.

DUTIES AND SERVICES OF ESD6. 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. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The **ESD6** shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by email or by signature in person.
- (d) Participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election.
- (e) Provide the Contracting Officer with an updated map and street index of its jurisdiction and shall advise the Contracting Officer of any annexations or de-annexations.
- (f) Applications for a ballot by mail (ABBM) erroneously sent to the **ESD6** shall be date stamped and faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
- (g) Shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the **ESD6** shall discuss how such recount is to be conducted. The **ESD6** shall reimburse the Contracting Officer for the cost of such recount which is not included in the original invoice.

- (h) The **ESD6** shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 of the Texas Election Code.

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 **ESD6** 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) 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 Contracting Officer 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.
- (d) 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 sixty(60) days after the election. The Contracting Officer shall charge a fee of equal to 10% of the **ESD6'S** share of the cost of the election or a minimum of \$75.00. The **ESD6** agrees to commit the funds necessary to pay for election-related expenses for the **ESD6'** election.
- (e) It is agreed by the Contracting Officer and the **ESD6** that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that precinct.
- (f) Each election judge and clerk will receive compensation at the hourly rate of \$12 per hour established by the Tyler County Commissioners Court pursuant to Texas Election Code 32.091. The election judge will receive an additional sum of \$25 for picking up election supplies and records prior to Election Day and for returning election records, supplies and equipment to the Central Accumulation Station after the polls close, when applicable. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

- (g) The Contracting Officer may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and performance of duties during early voting and on Election Day, and for the efficient tabulation of results at the Central Accumulation Station. Part-time personnel working as members of the Early Voting Ballot Board and/or Central Accumulation Station on election night will be compensated at the hourly rate set by Tyler County in accordance with Election Code Sections 87.005, 127.004, and 127.006.
- (h) If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business day's written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

- 1) The authority with whom or the place at which any document or record relating to the election is to be filed;
- 2) The officers who conduct the official canvass of the election;
- 3) The authority to serve as custodian of voted ballots or other election records; or
- 4) Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.

For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the **ESD6** designate the following individuals for the submission of information, documents and notice:

For the Contracting Officer:

Donece Gregory
County Clerk
116 S. Charlton
Woodville, Texas 75979
Tel: (409)283-2281
Fax:
Email: elections.cc@co.tyler.tx.us

For the **ESD6**:

P O BOX 297
Fred, Texas 75616
Tel:409-656-3264
Fax:
Email: jennifermck1@yahoo.com

WITNESS the following signatures:

ESD6

COUNTY CLERK/ELECTION
OFFICER/VOTER REGISTRAR
TYLER COUNTY, TEXAS

By: 

President

Date: 8/18 August

By: _____

Donece Gregory, County Clerk

Date: July 19, 2025

Email address for election results:

kllewis0421@gmail.com