

November 3, 2020
Joint General Election
Contract for Election Services
Killeen ISD

November 3, 2020
Joint General and Special Elections

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THE STATE OF TEXAS
COUNTY OF CORYELL
Killeen ISD

CONTRACT FOR
§
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the Killeen ISD, hereinafter referred to as the "SCHOOL," and Justin Carothers, Tax Assessor Collector of Coryell County, Texas, hereinafter referred to as "CONTRACTING OFFICER," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the School's November 3, 2020 Joint General and Special Elections.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. 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. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Balloting Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the balloting board.

b. Election judges will be trained by the contracting officer.

c. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$9.00 per hour for services rendered. Each alternate judge and clerk shall receive \$9.00 per hour for services rendered.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the central counting station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes voting machines, ADA compliance headphones, transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Justin Carothers, shall be appointed the Early Voting Clerk by the School.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the School's November 3, 2020, Joint General and Special Elections shall be conducted during the time period and at the locations listed in Exhibit A. All voting by personal appearance on Election Day shall be held in the designated County precincts as shown in Exhibit B.

c. All applications for an Early Voting mail ballot shall be received and processed by the Coryell County Tax Office, P.O. Box 6, Gatesville, TX 76528.

1. Application for mail ballots erroneously mailed to the School shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. The Contracting Officer shall arrange for the use of all Election Day polling places.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Justin Carothers. The Tabulation Supervisor shall be Bill Wheelless.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Office shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the School as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City and can obtain the list of registered voters from the Elections Administration Office after this retention period.

Pending no litigation and if the School does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE SCHOOL. The School shall assume the following responsibilities:

A. The School shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The School assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The School shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The School District shall deliver to the Contracting Officer as soon as possible, but no later than **August 24, 2020**, the official wording of the School's November 3, 2020, Joint General and Special Elections.

b. The School shall approve the ballot format and audio cards prior to the final printing.

C. The School shall post the publication of election notice by the proper methods with the proper media.

D. The School shall prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

E. The School shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require.

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Exhibit A

Early voting by personal appearance will be conducted each weekday at:

**303 Veterans Memorial Loop, Gatesville TX 76528
1206 W. Ave B, Copperas Cove TX 76522**

Between the hours of:

October 13-16	8 am – 5 pm
October 19	8 am – 5 pm
October 20	7 am – 7 pm
October 21-23	8 am – 5 pm
October 26	8 am – 5 pm
October 27	7 am – 7 pm
October 28-30	8 am – 5 pm

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Exhibit B

This election will be held under the newly adopted County wide polling place program. A voter may vote at any of the following vote centers. You do not have to vote in the precinct that you live in.

(Esta elección se celebrará en el recientemente aprobado todo el Condado programa electoral. Cada elector podrá votar en cualquiera de los siguientes centros votación. Usted no tiene que votar en el recinto electoral en el cual usted vive.)


November 3, 2020 – 7 am – 7 pm

Copperas Cove Civic Center	1206 W Ave B, Copperas Cove
Holy Family Catholic Church	1001 Georgetown Rd, Copperas Cove
Eastside Baptist Church	1202 ML King Jr BLVD, Copperas Cove
Gatesville Civic Center	303 Veterans Memorial Loop, Gatesville
Evant City Hall	598 E Hwy 84, Evant
Flat Community Center	159 CR 334, Flat
Oglesby Community Center	118 Main St, Oglesby
Turnersville Community Center	8115 FM 182, Gatesville

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2020.

Justin Carothers
Tax Assessor Collector
Coryell County, Texas

WITNESS BY MY HAND THIS THE 11TH DAY OF AUGUST 2020.



Corbett Lawler
Board President
Killeen ISD

F. The School shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to October 13th, 2020. The Contracting Officer shall place the funds in a “contract fund” as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

Coryell County Tax Assessor Collector
P.O. Box 6
Gatesville, TX 76528

G. The School shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. GENERAL PROVISIONS.

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 School’s November 3, 2020, General and Special Elections is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said elections for the School.

C. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Coryell County, Texas.

a. The cost estimate for the runoff will be separate from the General election and should be paid in full after the final invoice is sent following the runoff.