



Bell County
The Office of Elections Administration
Dr. Desi Roberts, Elections Administrator

550 E. 2nd Ave
P.O. Box 1629
Belton, Texas 76513
254.933.5774
Fax 254.933.6754
Elections@BellCounty.Texas.gov
Voter.Registration@BellCounty.Texas.gov

ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS General Election Agreement and Contract for Election Services (Contract) is made by and between the Bell County Elections Administrator (Elections Administrator) and political subdivisions (Participating Authority or Participating Authorities namely City of Killeen) located entirely inside the boundaries of Bell County.

This contract is made pursuant to Texas Election Code Sections 31.092 and 281.002 and Texas Education Code Section 11.0581 for a General election to be held on the uniform election date of November 8, 2022, and administered by Dr. Desi Roberts, Bell County Elections Administrator. This contract supersedes any and all prior contracts and agreements to conduct General elections between a Participating Authority and the Bell County Elections Office. **Participating Authorities who desire to utilize Bell County Elections Services shall return this contract signed application for the Political Subdivision Election 2022 packet on or before August 8, 2022. Send all documents to jeannette.compean@bellcounty.texas.gov and desi.roberts@bellcounty.texas.gov.** Throughout this period, open accessibility and communication shall be maintained.

RECITALS

WHEREAS, each Participating Authority that plans to hold an election on November 8, 2022;

WHEREAS, Bell County owns an electronic voting system, the Election System and Software (ES&S) voting system, which includes the DS200 precinct scanner, the DS850 central scanner, and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Bell County's electronic voting system, to compensate Bell County for such use, and to share in certain other expenses connected with General elections, in accordance with the applicable provisions of Chapters 31 and 281 of the Texas Election Code, as amended, and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an Election with Bell County and each other in accordance with Chapter 281 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as this contract provides. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election workers, supplies, services, and administrative costs as provided in this contract. The Elections Administrator shall serve as the Election Officer for the General Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its Election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by each participating authority's officers as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Bell County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those outlined in this contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication



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of all voting equipment testing notices that the Texas Election Code requires. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to remedy issues or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with the Elections Administrator. Any Participating Authority failing to perform will reimburse the Elections Administrator for additional costs and expenses to Bell County, including all costs associated with interference in conducting the Election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall comply with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate site. The Elections Administrator shall notify the Participating Authorities.

If polling places for November 8, 2022, Election are different from the polling place(s) used by a Participating Authority in its most recent Election. In that case, the Participating Authority agrees to post a notice no later than November 1, 2022, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 8, 2022 election. This notice shall be written in both English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will approve, train, and support all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Bell County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange the date, time, and place for the presiding election judges to pick up their election supplies. As outlined in Sec. 32.009 of the Texas Election Code, each presiding election judge and an alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint. The number of poll workers will be based on the specific site; however, 4 to 6 poll workers are estimated.



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Each election Judge and Clerk will receive compensation at the hourly rate established by Bell County pursuant to Texas Election Code Section 32.091. The election judge will be compensated for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close.

On the date of the drafting of this contract, the compensation rates established by Bell County are:

Early Voting – Early Voting Supervisor (\$9 an hour), Clerks (\$9 an hour)
Election Day – Presiding Judge (\$8.50 an hour), Alternate Judge (\$8.50 an hour), Clerk (\$8.50 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as 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 during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and the post-election processes conducted by warehouse personnel. Part-time personnel supporting the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Bell County in accordance with Election Code Sections 88.005, 128.004, and 128.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The Elections Administrator will pay the actual cost of such third-person services and supplies and be reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Bell County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps, and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure the availability of tables and chairs at each polling place. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 128 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a General election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed. The Elections Administrator shall ensure all voting equipment is programmed with the appropriate ballot styles to conduct a fair election. The Elections Administrator will arrange for the transportation of all voting equipment and signage to the voting sites.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot pertaining to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

If a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the total cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.



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Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.008, on Election Day shall be conducted exclusively on Bell County's electronic voting system.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the Election as required by the Election Code.

The Elections Administrator may conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and appoint the Election Administrator as the Early Voting Clerk per Sections 31.098 and 281.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Bell County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent Bell County Elections Administration employees may be paid from the election services contract fund for contractual duties performed outside of regular business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the designated locations, dates, and times. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate site. The Elections Administrator shall notify the Participating Authorities of any changes from the locations. Any Bell County qualified voter of the General Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

<u>Mailing Address</u>	<u>Physical Location</u>
Early Voting Clerk	Early Voting Clerk
Bell County Elections Department	550 East 2nd Avenue
P.O. Box 1629	Belton, Texas 76513
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After the first day of Early Voting, the Elections Administrator shall post on the Bell County Elections Office webpage the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Bell County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the General Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS



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The Elections Administrator will take the necessary steps to establish and operate the central counting station to receive and tabulate the voted ballots per the provisions of the Texas Election Code and this contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and center returns from the Election to the General participants, candidates, press, and general public by the distribution of electronic copies at the central counting station and by posting to the Bell County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Bell County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 68.004 after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective Election (s). The Election's official canvass shall not occur before November 11, 2022, and no later than November 22, 2022, as per the Texas election Code.

The Elections Administrator will prepare the electronic results reports for uploading to the Secretary of State as required by Section 68.018 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 128.201 of the Texas Election Code unless the Secretary of State grants a waiver. Notification and copies of the recount, if a waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE BELL COUNTY

Bell County Elections will not consider conducting elections in territories outside of Bell County.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three business days of the original Election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original Election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 8, 2022 Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS



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Charges. In consideration of the General election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus an equal share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined by dividing the total cost by the number of Participating Authorities. An itemized cost list is the basis for the final Total Cost report/invoice, which will be submitted to each Participating Authority after the Election. The result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.
2. Each Participating Authority's share of the staffing agency fee for election workers will be an even share among entities.
3. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the Election;
 - \$250.00 per electronic poll book.

The Participating Authority's share of voting equipment costs will be evenly divided. If applicable, the leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this contract, the charge for the use of the equipment may be reset or adjusted.

- a) **Administrative Fee.** Each Participating Authority agrees to pay the Bell County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.
 - b) **Technical Support.** The Elections Administrator will contract with the elections equipment vendor to provide onsite support and consultation for Election Day at an estimated amount of \$5000.
4. **Other charges may include but are not limited to** printing fees and postage for ballot by mail kits.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the Bell County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this contract, and the Election should it determine a cancellation of its Election is in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Official written notification (ordinance canceling the election) should be forwarded to the Election Administrator within 48 hours.

XIV. RECORDS OF THE ELECTION



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The Elections Administrator is appointed general custodian of the voted ballots and all Election records as authorized by Section 281.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Office of the Elections Administrator or at an alternate facility to store County records. The Elections Administrator shall ensure that the records are maintained orderly so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the Election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation, or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or a location approved by the Elections Administrator. The Elections Administrator shall serve as Recount Supervisor, and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

The Elections Administrator shall file copies of this document with the Bell County Treasurer and the Bell County Auditor in accordance with Section 31.099 of the Texas Election Code.

Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

This contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.

In the event that one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this contract shall not operate as or be construed as a waiver of any subsequent breach.



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Any amendments to this contract shall be of no effect unless in writing and signed by all parties hereto.

Participating Authority agrees to act in good faith in the performance of this agreement and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND PAYMENT OF FUNDS

The total *estimated* cost for the November 8, 2022 Election can not be determined at this time. After the final determination has been made of whom the Participating Authorities will be, and the Contracts are fully executed, the Elections Administrator may provide each Participating Authority with an unofficial cost estimate. Each Participating Authority's portion will be divided evenly in a cost-sharing approach. As soon as reasonably possible after the Election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses. The exact amount of each Participating Authority's obligation under the terms of this contract shall be calculated after the Election (or runoff election, if applicable). A final invoice from the Elections Administrator will be provided with the payable amount. Each Participating Authority shall make its payment within 40 days of receiving the invoice from the Elections Administrator. **Each Participating Authority should make every effort to return its signed copy of this contract within ten days of receipt.**

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF August, 2022.

ELECTIONS ADMINISTRATOR:

Dr. Desi Roberts,
Elections Administrator
Bell County, Texas
desi.roberts@bellcounty.texas.gov

WITNESS BY MY HAND THIS THE _____ DAY OF August, 2022.

PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Killeen
By: _____
Printed Name: Kent Cagle
Official Capacity: City Manager