

THE STATE OF TEXAS     §  
  § CONTRACT FOR ELECTION SERVICES – **Early Voting**  
COUNTY OF BELL         §

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Killeen, hereinafter called “Killeen,” and the Killeen Independent School District, hereinafter called “KISD,” ~~and the Tax Appraisal District of Bell County, hereinafter called “Bell CAD,”~~ pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 4, 2024 General Election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. ~~The Contracting Officer for Bell CAD is the Chief Appraiser.~~ The Contracting Officer for Killeen is the City Secretary. The City Secretary will serve as the Early Voting Clerk.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen’s Contracting Officer shall provide voting equipment for all early voting polling locations in Killeen city limits, procure the personnel as required to conduct early voting at the Main Early Voting location and the two branch early voting locations.

The Order of Election and Notice of Election includes the locations of early voting, and Killeen agrees to support KISD and ~~Bell CAD~~ in early voting at Killeen City Hall, Jackson Professional Learning Center and Killeen Lions Club Senior Center. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. ~~KISD and Bell CAD~~ shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County, with the exception that all Killeen ISD voters in Bell County except for voters within the city limits of Harker Heights, including the City of Nolanville and rural areas of Bell County, may vote at KISD Jackson Professional Learning Center during early voting.

4. **DUTIES AND SERVICES OF KILLEEN:**

- A. Qualify voters.
- B. Maintain poll list for early voting by personal appearance.
- C. Maintain signature roster for early voting by personal appearance.
- D. Provide copies of any documents as requested by KISD ~~and Bell CAD~~

5. **COST OF SERVICE.**

KISD ~~and Bell CAD~~ shall compensate Killeen for:

- ~~one-third (1/3)~~ one-half (1/2) of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
- ~~one-third (1/3)~~ one-half (1/2) of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

Individual parties to this contract shall obtain preclearance authorization from the United States Department of Justice necessitated by any change of condition applying to that party that requires preclearance.

6. **TERMINATION.** In the event that all positions in the KISD, ~~Bell CAD~~ or Killeen election are uncontested, and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other parties in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses. If one (1) party withdraws from this agreement pursuant to this section, ~~the other two (2) parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two (2) parties withdraw from this agreement pursuant to this section,~~ the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

CITY OF KILLEEN

\_\_\_\_\_  
Laura J. Calcote, City Secretary

By \_\_\_\_\_  
Kent Cagle, City Manager

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

KILLEEN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Marvin Rainwater, Board Secretary

By \_\_\_\_\_  
Brett E. Williams, Board President

~~EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.~~

~~ATTEST: \_\_\_\_\_ TAX APPRAISAL DISTRICT OF BELL COUNTY~~

~~\_\_\_\_\_  
Linda Hearell, Administrative Assistant~~

~~By \_\_\_\_\_  
Billy White, Chief Appraiser~~

THE STATE OF TEXAS     §  
  § CONTRACT FOR ELECTION SERVICES – **Election Day**  
COUNTY OF BELL         §

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Killeen, hereinafter called “Killeen,” the Killeen Independent School District, hereinafter called “KISD,” ~~and the Tax Appraisal District of Bell County, hereinafter called “Bell CAD,”~~ pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 4, 2024 General Election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. ~~The Contracting Officer for Bell CAD is the Chief Appraiser.~~ The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.**

Killeen’s Contracting Officer shall:

- Provide voting equipment for all polling locations inside the Killeen city limits from a company certified by the State of Texas.
- Arrange for transportation of voting equipment to and from all polling locations inside the Killeen city limits.
- Procure and prepare the City of Killeen lists of registered voters, City of Killeen ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits.

KISD’s Contracting Officer shall:

- Procure and prepare the KISD lists of registered voters, KISD ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits. KISD shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County.

~~Bell CAD’s Contracting Officer shall:~~

- ~~• Procure and prepare the Bell CAD lists of registered voters, Bell CAD ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the Killeen city limits. Bell CAD shall be responsible for contracting with other entities, as necessary, for election services for precincts located wholly outside of the Killeen city limits and for voters located outside of Bell County.~~

Each subdivision will be responsible for drafting their own Notice of Election and posting notice as required by law. The Order of Election and Notice of Election includes the precinct locations of voting on Election Day, and each subdivision agrees to support the other in such voting at the listed polling locations.

For the convenience of voters and to ensure equal opportunity to vote, all KISD voters in Bell County residing within the precincts listed below may vote at the designated polling place on election day. The City of Killeen precincts and eight (8) Election Day polling locations (subject to availability) are as follows:

**PRECINCTS #106/116/201/211**

Rancier Middle School  
3301 Hilliard Avenue

**PRECINCTS #109/110/204/406/410**

Utility Collections  
210 W. Avenue C

**PRECINCTS #203/208/210/214/215**

Cedar Valley Elementary School  
4801 Chantz Drive

**PRECINCTS #205/207**

Jackson Professional Learning Center  
902 Rev R A Abercrombie Drive

**PRECINCTS #206/408/409/419**

Killeen Lions Park Senior Center  
1700-B E. Stan Schlueter Loop

**PRECINCTS #404/412/415**

Sugar Loaf Elementary School  
1517 Barbara Lane

**PRECINCTS #401/405/414**

Robert M. Shoemaker High School  
3302 Clear Creek Road

**PRECINCTS #402/413**

Roy J. Smith Middle School  
6000 Brushy Creek Drive

**4. DUTIES AND SERVICES OF KILLEEN:**

- A. Qualify voters.
- B. Maintain poll list of voters.
- C. Maintain signature roster of voters.
- D. Provide copies of any documents as requested by KISD and/or Bell CAD.

**5. COST OF SERVICE.**

KISD ~~and Bell CAD~~ shall compensate Killeen for:

- ~~one-third (1/3)~~ one-half (1/2) of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
- ~~one-third (1/3)~~ one-half (1/2) of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

Killeen ~~and Bell CAD~~ shall compensate KISD for:

- ~~one-third (1/3) one-half (1/2)~~ of any personnel expenses for the KISD buildings used as polling locations necessitated as a result of this agreement and mutually agreed upon by the parties.

6. **CANVASSING.** Each entity will conduct its own canvassing of election results.

7. **TERMINATION.** In the event that all positions in the KISD, ~~Bell CAD~~ or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other parties in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses. If one party withdraws from this agreement pursuant to this section, ~~the other two parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two parties withdraw from this agreement pursuant to this section,~~ the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

8. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

CITY OF KILLEEN

\_\_\_\_\_  
Laura J. Calcote, City Secretary

By \_\_\_\_\_  
Kent Cagle, City Manager

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

KILLEEN INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Marvin Rainwater, Board Secretary

By \_\_\_\_\_  
Brett E. Williams, Board President

~~EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.~~

~~ATTEST:~~

~~TAX APPRAISAL DISTRICT OF BELL COUNTY~~

\_\_\_\_\_  
Linda Hearell, Administrative Assistant

By \_\_\_\_\_  
Billy White, Chief Appraiser