



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

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

**CONTRACT SERVICES FOR THE MAY 6TH, 2023, ELECTION (Rev: 01.09.2023)**

THIS Contract for Election Services is between the Bell County Elections Administrator and political subdivisions, namely (City of Killeen) located entirely or partially inside the boundaries of Bell County Elections Department.

This is a General Service Contract and can be customized with specifics if both parties agree to certain required election services.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 281.002 and Texas Education Code Section 11.0581 for an election to be held on May 06, 2023, and administered by the specific political subdivision with requested services from **Dr. Desi Roberts, Bell County Elections Administrator**. This Contract supersedes any prior contracts and agreements to conduct election services between the 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 2023 outlining specific requests **on or before February 13, 2023**. Send all documents to [jeannette.compean@bellcounty.texas.gov](mailto:jeannette.compean@bellcounty.texas.gov) and [desi.roberts@bellcounty.texas.gov](mailto:desi.roberts@bellcounty.texas.gov). Throughout this period, open accessibility and communication shall be maintained.

**RECITALS**

**WHEREAS**, each Participating Authority who plans to hold an election on May 06, 2023;

**WHEREAS**, Bell County owns an electronic voting system, the Election System and Software (ES&S) EVS 6110 voting system, which includes the DS200 precinct 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 the 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 their specific Election with specific services requested from the Bell County Elections Department in accordance with Chapter 281 of the Texas Election Code and this Contract. The Participating Authorities coordinate, supervise, and operate all aspects of administering the Election. The Elections Administrator's services may include voting equipment rental, ballot/equipment programming (*if contracted*), supplies, repairs, and technical support.

It is understood that other political subdivisions and districts may wish to participate in the use of Bell County's electronic voting system, 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.

**II. LEGAL DOCUMENTS**

Each Participating Authority shall be responsible for preparing, adopting, and publishing all required election orders, resolutions, notices, and other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances.

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.



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**III. NONPERFORMANCE**

The Elections Administrator will inform each Participating Authority of any concerns or deficiencies in their obligations under this Contract. The Elections Administrator may set a reasonable period to cure or obtain adequate assurance that any such issues or deficiencies will be timely addressed and corrected.

The Participating Authority's failure to cure problems 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 Elections Administrator. Any Participating Authority failing to perform will reimburse Elections Administrator for additional costs and expenses to Bell County, including all costs associated with interference in conducting the election.

**IV. VOTING LOCATIONS**

The Participating Authority is responsible for all aspects of their voting locations. Voting locations shall comply with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA).

**V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

The Elections Administrator may, if contracted, provide elections training. The Participating Authority 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.

The Elections Administrator may employ other personnel necessary to support the services for the election, including such part-time help, who will be compensated at the hourly rate set by Bell County in accordance with Election Code Sections 88.005, 128.004, and 128.006 and reimbursed by the Participating Authorities.

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 with the Participating Authority for all contracted voting equipment, including, but not limited to, Bell County's electronic voting system and voter registration lists. The Elections Administrator will conduct internal testing of the electronic equipment; this test shall not replace the requirement outlined by Chapters 128 and 129 of the Texas Election Code.

The Elections Administrator may agree to conduct equipment programming and receive reimbursement for ordering the election program from Participating Authorities. The Participating Authority shall conduct the official Logic and Accuracy testing outlined in the Texas Election Code.

**VII. EARLY VOTING**

The Participating Authorities are responsible for all aspects of conducting Early Voting in accordance with the Texas Election Code.

The Elections Administrator may 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 will be forwarded to the Participating Authorities immediately for processing.



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**VIII. EARLY VOTING BALLOT BOARD**

The Participating Authorities shall be responsible for all aspects of the Early Voting Ballot Board (EVBB) to process Early Voting results from the Election.

**IX. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator will not establish or operate the central counting station, and participating Authorities will be responsible for the tabulation and accumulation of vote totals.

**X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE BELL COUNTY**

Bell County Elections will consider conducting elections in territories outside of Bell County on a case-by-case basis.

**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 a 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.

**XII. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election service costs, not including the voting equipment lease.

- a) **Election Costs.** Each Participating Authority's share of election costs will be a pro-rata share of the total of all costs incurred by the Elections Administrator in connection with the services of elections of other entities held at the same time as the election, i.e. (*Technicians, Hot Spot Cards, equipment delivery, printing supplies, etc.*).
- b) Each Participating Authority will be responsible for its specific contracted expenses (*equipment rentals or any other negotiated service.*)
- c) Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Bell County Commissioners Court has established the following prices for leasing county-owned voting equipment:
  - \$20.00 per day ExpressVote Ballot Marking Device
  - \$20.00 per day DS200 Precinct Scanner
  - \$20.00 per day Electronic pollbook.

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 for Election service should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

**XIV. RECORDS OF THE ELECTION**

The Participating Authority shall designate a general custodian of the voted ballots and all records of the Election as authorized by Section 281.010 of the Texas Election Code.



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**XV. RECOUNTS OR CONTESTED ELECTION**

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

**XVI. MISCELLANEOUS PROVISIONS**

1. 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.
2. 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.
3. This Contract shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bell County, Texas.
4. 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.
5. 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.
6. 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.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. 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 DEPOSIT OF FUNDS**

The Elections Administrator will attach an itemized invoice with this Contract based on the expenses directly attributable to the services the Elections Administrator provides.

**XVIII. SIGNATURE PAGE**

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ELECTIONS ADMINISTRATOR:

\_\_\_\_\_  
Dr. Desi Roberts, *Elections Administrator*

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**PARTICIPATING AUTHORITY:** Name of Participating Authority: City of Killeen

(By)Printed Name: Kent Cagle

Signature/Title: \_\_\_\_\_



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**TO:** Participating Entities  
**FROM:** Bell County Elections Administrator  
**RE:** Estimated cost for the May 06, 2023, Elections  
**DATE:** 01.10.2023

**ITEMIZED EXPENSES**

Description	Unit Price	Amount
Administrative Fee	\$ 1000.00	\$ 00
Poll Presiding and Alternate Judges	86 x \$17.00 avg. x wk. Hrs.	\$ 00
Poll Workers (Clerks)	190 x \$15.00 avg. x wk. Hrs.	\$ 00
Technicians <i>(if requested)</i>	5 x (\$15 avg((OT)). x 20 Hrs.	\$ 1500.00 (CS)
Polling Site Rental	N/A	\$ 00
Public L&A Test legal notice publication	N/A	\$ 00
Equipment Delivery	4 x \$30 avg. X 8 hours	\$ 960.00 (CS)
<b>ELECTION EQUIPMENT</b>		
Use of DS850 tabulating equipment as per TEC Sec.'s 214.044, 215.002	\$ 5000.00	\$ 00
AT&T/Verizon Hot Spot Cards (\$60 x ePollbooks)	\$ 60.00 each	\$ TBD
<b>ELECTION PROGRAMMING (for 625 election equipment)</b>		
Candidate/Responses @ \$8.40	<b>REQUESTS</b>	
ExpressVote ENG Candidates / Yes-No @ \$10.75		
ExpressVote ENG Contest/Issues @ \$17.85		
ExpressVote SPA Candidates / Yes-No @ \$10.75		
ExpressVote SPA Contest/Issues @ \$17.85		
Media Burn: Flashcards @ 5.00 each (250)		
ExpressVote ENG/SPA Props/Amends @ \$42.10		
Use of DS200 <i>(without programming)</i>	\$ 20.00 each (per day)( )	
Use of Electronic Poll Books <i>(without programming)</i>	\$ 20.00 each (per day)( )	
Use of ExpressVote <i>(without programming)</i>	\$ 20.00 each (per day)( )	
Technical Support (2 days) (ES&S) for Central Count Station	\$ 5,000.00	\$ 00
<b>BALLOTS</b>		
Official Election Day Ballots - Absentee	\$ 0.26 ( )	TBD
Official Election Day Ballots - Election Day	\$ 0.26 ( )	TBD
Official Election Day Ballots - Coding	\$ 0.26 ( )	TBD
Official Election Day Ballots - Sample	\$ 0.26 ( )	TBD
Official Election Day Ballots - Test	\$ 0.26 ( )	TBD
Printing Supplies <i>(Outsource)</i>	\$ 200.00	\$ 200.00 (CS)
Ballot Card Stock (0.1050 per)	<b>EV: ED:</b>	TBD
Flat Fee for Supply Kits (EV: 7, ED: 42) \$25	\$	TBD
Elections Sites Supply Kits <i>(EV: \$70 x # of sites &amp; ED: \$70 x # of sites)</i>	\$	TBD
Postage for Ballot By Mail	00	\$ 00
Shipping & Handling	\$ 100.00	\$ 100.00 (CS)
	<b>Amount Due</b>	\$ TBD

CS: Cost Sharing with all Entities; TBD: To be determined (quantity based on ballot requirement)