

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

THIS CONTRACT made this 14 day of March 2017, by and between the City of Killeen, hereinafter called "Killeen," and the Killeen Independent School District, hereinafter called "KISD," 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 6, 2017, 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 Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen's Contracting Officer shall procure the personnel as required to conduct early voting at the Main Early Voting location and the two temporary branch early voting locations. In addition, KISD's contracting officer shall procure the personnel as required to conduct early voting at the administration office.

The order of election and notice of election includes the locations of early voting, and Killeen agrees to support KISD in early voting at the Killeen Community Center, Lions Club Senior Center, and City Hall. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. KISD shall be responsible for ordering voter registration lists for precincts located wholly outside of the Killeen city limits and have responsibility for staffing and operation of early voting at a location to be determined by KISD.

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.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties. Killeen shall compensate KISD for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon 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 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 of other party 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.

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 14 day of March 2017.

CITY OF KILLEEN

By _____
Ronald L. Olson, City Manager

ATTEST:

Dianna Barker, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT

By _____
Terry Delano, Board President

ATTEST:

Minerva Trujillo, Board Secretary

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES - **Election Day**
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THIS CONTRACT made this 14 day of March 2017, by and between the City of Killeen, hereinafter called “Killeen,” and the Killeen Independent School District, hereinafter called “KISD,” 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 6, 2017, 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 Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** For voters living within the city limits, Killeen’s Contracting Officer shall procure and prepare the lists of registered voters, ballots, voting equipment, and personnel as required to conduct Election Day voting.

The order of election and notice of election includes the precinct locations of voting on Election Day, and Killeen agrees to support KISD in such voting. Killeen will be responsible for acquiring the election equipment from a company certified by the State of Texas. KISD shall be responsible for ordering voter registration lists and equipment for precincts located wholly outside the Killeen city limits and have responsibility for the staffing and operation of those precincts.

The thirteen city precincts and locations (subject to availability) are as follows:

Precinct #106 – Fire Station #1
Precinct #109 – St. Joseph’s Catholic Church
Precinct #203/208/209/210 – Cedar Valley Elementary School
Precinct #201/204 – Fire Station #3
Precinct #205 – Jackson Professional Learning Center
Precinct #206/402/409 – Lions Club Park Senior Center
Precinct #207 – Copper Mountain Branch Library
Precinct #404 – Fire Station #7
Precinct #405 – Robert M. Shoemaker High School
Precinct #406 – Central Fire Station
Precinct #401/412/413 – Fowler Elementary School
Precinct #408 – Fire Station #5
Precinct #410 – Fire Department Support Facility

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.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

6. **TERMINATION.** In the event that all positions in the KISD 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 party 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.

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