

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

**THIS CONTRACT** made this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Killeen, hereinafter called “Killeen,” the Killeen Independent School District, hereinafter called “KISD,” and Central Texas College, hereinafter called “CTC,” 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, 2019, 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 CTC is the Office of the Chancellor Executive Assistant. 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 procure the personnel as required to conduct early voting at the Main Early Voting location and the two branch early voting locations. In addition, KISD’s contracting officer shall procure the personnel as required to conduct early voting at their administration office.

The order of election and notice of election includes the locations of early voting, and Killeen agrees to support KISD and CTC 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 and CTC 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 and CTC.

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 CTC

5. **COST OF SERVICE.**

KISD and CTC shall compensate Killeen for:

- one-third 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 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 CTC shall compensate KISD for:

- one-third of any personnel expenses for the KISD Administration office polling location 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, CTC 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.

SIGNATURE PAGE FOLLOWS

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CITY OF KILLEEN

By \_\_\_\_\_  
Ron Olson, City Manager

ATTEST:

\_\_\_\_\_  
Lucy C. Aldrich, City Secretary

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

KILLEEN INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Corbett Lawler, Board President

ATTEST:

\_\_\_\_\_  
Susan M. Jones, Board Secretary

EXECUTED in multiple originals as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

CENTRAL TEXAS COLLEGE

By \_\_\_\_\_  
Jimmy Towers, Board President

ATTEST:

\_\_\_\_\_  
Rex Weaver, Board Secretary

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

**THIS CONTRACT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Killeen, hereinafter called “Killeen,” the Killeen Independent School District, hereinafter called “KISD,” and Central Texas College, hereinafter called “CTC” 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, 2019, election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary. The Contracting Officer for CTC is the Office of the Chancellor Executive Assistant. The Contracting Officer for Killeen is the City Secretary.

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

Killeen’s Contracting Officer shall:

- Procure voting equipment for all polling locations, including KISD and CTC polling locations that are outside of the city limits of Killeen but inside the KISD and CTC boundary within Bell County from a company certified by the State of Texas.
- Arrange for transportation of voting equipment to and from all polling locations, including KISD and CTC polling locations that are outside the city limits of Killeen but within Bell County.
- 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 city limits of Killeen.

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 wholly outside the city limits of Killeen.

CTC’s Contracting Officer shall:

- Procure and prepare the CTC lists of registered voters, CTC ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations wholly outside the city limits of Killeen.

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.

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 #201/204 – Fire Station #3  
Precinct #410 – Fire Support Building  
Precinct #205 – Jackson Professional Learning Center  
Precinct #203/208/210 – Cedar Valley Elementary  
Precinct #207 – Copper Mountain Library  
Precinct #206/402/409 – Lions Club Park Senior Center  
Precinct #406 – Central Fire Station  
Precinct #404 – Fire Station #7  
Precinct #408 – Fire Station #5  
Precinct #401/412/413 – Fire Station #9  
Precinct #405 – Robert M. Shoemaker High School

**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 CTC.

**5. COST OF SERVICE.**

KISD and CTC shall compensate Killeen for:

- one-third 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 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 CTC shall compensate KISD for:

- one-third 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, CTC 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.

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 \_\_\_\_\_ 2019.

CITY OF KILLEEN

By \_\_\_\_\_  
Ron Olson, City Manager

ATTEST:

\_\_\_\_\_  
Lucy C. Aldrich, City Secretary

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KILLEEN INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Corbett Lawler, Board President

ATTEST:

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Susan M. Jones, Board Secretary

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CENTRAL TEXAS COLLEGE

By \_\_\_\_\_  
Jimmy Towers, Board President

ATTEST:

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Rex Weaver, Board Secretary