

THE STATE OF TEXAS

COUNTY OF MCLENNAN

**CONTRACT FOR ELECTION SERVICES BETWEEN THE MCLENNAN COUNTY
ELECTION ADMINISTRATION DEPARTMENT AND THE MIDWAY INDEPENDENT
SCHOOL DISTRICT**

THIS CONTRACT made by and between the Midway Independent School District, acting by and through its Board of Trustees, hereinafter referred to as the "District," and Jared Goldsmith, Elections Administrator of McLennan County, Texas, hereinafter referred to as the "Contracting Officer," and by authority of Section 31.092 (a), Texas Election Code for the conduct and supervision of the November 4, 2025 Joint General Election for voting in a Special Bond Election.

THIS CONTRACT is subject to the approval of all participating parties and shall be binding on said parties upon written approval.

WITNESSETH:

WHEREAS, the District is holding an election for a Special Bond Election (at the expense of the district) on November 4, 2025; and

WHEREAS, the voting precincts of the District which lie within the boundaries of the District, have been established by the District as their voting precincts; and

WHEREAS, the Vote Centers in the Joint General Election are the Election Day voting places for the District; and

WHEREAS, McLennan County conducted a public hearing and Commissioners Court approved the Designation of "Successful Countywide Election Day Polling Places Program" for McLennan County on January 27, 2015, moving forward pursuant to Texas Election Code, Section 43.007. On February 3, 2015, the Texas Secretary of State's Office certified that McLennan County is designated as "successful" and is now authorized to continue to hold all elections using Election Day Countywide Polling Places (Vote Centers). The District agrees to utilize the list of Countywide Election Day Polling Places (Vote Centers) attached to this contract; and

WHEREAS, the County owns the Hart InterCivic Verity voting system which has been duly approved by the Secretary of State, pursuant to the Texas Election Code, (Section 122.031-122.039, Section 122.091); and

WHEREAS, the District desires to use the County's voting system in their elections and to compensate the County for such use and to share in certain other expenses connected with such elections in accordance with the provisions of Section 31.098 of the Texas Election Code; and

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

I.

In all of the District's voting precincts, the Contracting Officer shall conduct the District's election in accordance with this contract. The District shall bear the full cost or pay a pro-rata share of the voting centers and election judges, alternates and clerks, if applicable, to be used for the election.

II.

Hart InterCivic's Verity voting system, owned by the County, shall be used for the District's election.

III.

The District agrees to appoint the Contracting Officer as the Clerk for Early Voting and shall furnish wording on the ballots and election order necessary for Early Voting in the election to be held at the expense of the District.

The District agrees that the only polling sites available for contracting entities are the five (5) Early Voting Sites and forty-six (46) Election Day Vote Centers that the County has established/pre-approved.

The District agrees that the shared locations for Early Voting will be the McLennan County Elections Administration Office, located in the Records Building at 214 North 4th Street, Suite 300, Waco, TX 76701; the Hewitt City Hall/Library, located at 200 Patriot Court, Hewitt, TX 76643; the Robinson Community Center, located at 106 W. Lyndale Avenue, Robinson, TX 76706; the Holy Spirit Episcopal Church, located at 1624 Wooded Acres Drive, Waco, TX 76710 and the Waco Multi-Purpose Community Center, located at 1020 Elm Avenue, Waco, TX 76704.

The above-mentioned wording on the ballot(s) and election order(s) shall be delivered to the Elections Administrator upon completion of the ballot drawing for a place on the ballot prior to the commencement of Early Voting in the election to be held at the expense of the District. The District shall bear the full cost or pay a pro-rata share, if applicable, for the Early Voting locations' personnel, at an hourly rate of \$17.00 and an overtime rate of \$25.50 per hour for Presiding Judges and Alternate Judges and an hourly rate of \$15.00 and an overtime rate of \$22.50 per hour for Clerks and a \$25.00 pick-up and delivery fee for Early Voting supplies.

The District will forward any requests received for a ballot by mail to the McLennan County Elections Administrator for processing. The District shall pay to the County the actual cost incurred for materials and postage for the distribution of ballots by mail.

The Contracting Officer shall provide to the District one (1) copy of the Early Voting report via email on a daily basis and a cumulative final Early Voting report following the election.

IV.

The Contracting Officer shall have the District's sample ballots printed, to cover the District's election, in accordance with Texas Election Code, Section 124.004. In all of the District's voting precincts, which lie within the boundaries of the District, the ballots shall include the specified contests for the District.

V.

In all instances covered by Article I of this contract, the Contracting Officer shall cause the Hart InterCivic Verity voting equipment to be delivered to the Election Day voting places and Early Voting places at least one (1) hour before the time set for opening the polls in each voting precinct, pursuant to Texas Election Code, Sections 125.001, 125.004, 125.061, 127.032-.065.

VI.

The District shall bear the full cost of the rent or pay a pro-rata share, if applicable, for all voting places contemplated by Article I of this contract.

VII.

The District shall bear the full cost or pay a pro-rata share, if applicable, for any equipment as deemed necessary and/or desirable for the holding of said election and cause same to be delivered to the voting places of the District.

VIII.

The District shall bear the full cost or pay a pro-rata share, if applicable, for the employment and/or use of such personnel as the Contracting Officer deems necessary or desirable to prepare for and conduct Early Voting.

IX.

The District shall bear the full cost or pay a pro-rata cost for the employment and/or use of such personnel as the Contracting Officer deems necessary to program and operate the automatic tabulating equipment in accordance with Texas Election Code, Sections 124.066, 127.001-.006, 127.121-122.

X.

The District shall appoint, bear the full cost of or pay a pro-rata share for the Presiding Judges and Clerks in the voting precincts, which lie within the limits of the District, including the cost for the election personnel to attend an election school held by the designated Contracting Officer for the training of Election Day Judges and Alternate Judges pursuant to the Texas Election Code, Sections 32.091 - .093 and 271.013, for their services in connection with the election to be held at the expense of the District. The election school will not exceed four (4) hours in length. Election Day personnel will be compensated at an hourly rate of \$17.00 for Presiding Judges and Alternate Judges and an hourly rate of \$15.00 for Clerks and a \$25.00 pick-up and delivery fee for Election Day supplies.

The Contracting Officer shall appoint the Presiding Judge and Clerks of the Early Voting Ballot Board to process Early Voting results pursuant to Texas Election Code, Sections 87.001 - .025, 87.101, and 87.103. The District shall pay a pro-rata cost for the Presiding Judge and Clerks of the Early Voting Ballot Board.

XI.

The Contracting Officer will provide the preparation of programs and test materials for tabulation of voting equipment and of ballot by mail materials, supervision of handling and disposition of election returns and preparation of the tabulation for the official canvass in accordance with Tex. Elec. Code, Section 31.094.

XII.

The Contracting Officer will provide advisory services in connection with decisions to be made and actions to be taken by the responsible parties of the District.

XIII.

The District shall pay to the County an Administrative Fee of ten (10) percent of the total amount of the contract for administering the election.

XIV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election, and that in the event the election to be held at the District is enjoined or canceled or if for any reason whatsoever the District shall decide not to proceed with the election to be held at the expense of the District or if the date of the election to be held by the respective parties is postponed or otherwise changed, the District shall be obligated to pay the County for the amount specified in Article XIII of this contract, which is agreed to be a fair and reasonable estimate of the costs and expenses incurred, or to be incurred, by the County in making such arrangements and preparations and the loss of damage to be sustained by the County in such event.

XV.

In connection with the performance of this contract, neither McLennan County nor the Administrator shall be liable to third parties for any default of the District in connection with the holding of the joint election, including the failure by such entities to pay any expenses hereunder, and such Entities shall not be liable to third parties for any default of the Administrator in connection with the holding of the joint election.

XVI.

Except as herein expressly provided otherwise, each party hereto shall do all things that may be required in connection with the election to be held at its expense. The District shall be responsible for the preparation of election resolutions and other pertinent documents for the adoption or execution by the proper officer of said party, and no party hereto shall have the responsibility or duty in connection with such preparations by any other party thereto. The Contracting Party will prepare the Joint Notice of Election and submit the documents to the entities for execution by the proper officers. The District shall likewise be responsible for posting or publication of election notices, and no party hereto shall be responsible for the posting or publication by any other party hereto.

XVII.

It is understood that to the extent space is available that other cities and political subdivisions may wish to participate in the use of the above-mentioned election equipment and voting places, and it is agreed that the Contracting Officer may contract with such other cities or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the District under this contract.

XVIII.

It is estimated that the District's obligation there under shall not exceed (\$16,432.19) and the District agrees to pay a deposit of fifty (50) percent of said amount to McLennan County for an amount of \$8,216.09) within five (5) days after the District's execution of this contract. The exact amount of the actual cost of the District's obligation hereunder shall be calculated after the November 4, 2025 Joint General Election, and if the amount of the District's obligation exceeds the amount deposited, then, in the event, the District shall pay to McLennan County the balance due within thirty (30) days after the receipt of the bill from the Contracting Officer detailing actual costs. However, if the amount of the District's obligation is less than the amount deposited, then and in that event, McLennan County shall refund to the District the excess amount paid within thirty (30) days after a final bill detailing the cost of the election has been provided to the District.

In TESTIMONY HEREOF, the contract, is multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to wit:

a) It has on the _____ day of _____, 2025 been executed on behalf of McLennan County by the Elections Administrator, pursuant to the Texas Election Code, so authorizing;

b) It has on the _____ day of _____, 2025 been executed on behalf of the District by its President, pursuant to the authority of the District Trustees, so authorizing;

ATTEST:

Midway ISD

**By: _____
President, Midway ISD**

CONTRACTING OFFICER

**Jared Goldsmith
Elections Administrator, McLennan County**