

**ELECTION SERVICES
CONTRACT WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF BELL**

THIS CONTRACT made this 26th day of January, 2022, by and between Dan Posey representing Temple Independent School District, hereinafter referred to as (Person representing entity) (Entity Name) “Political Subdivision,” and Shay Luedeke, Interim County Election Officer of Bell County, Texas hereinafter referred to as “Contracting Officer,” and by authority of Section 31.092(b), Texas Election Code, for the conduct and supervision of the Temple ISD election to be held on (Entity Name) May 7, 2022. **THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out:

DUTIES AND SERVICES OF CONTRACTING OFFICER

The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Procure and distribute all necessary election supplies, including:
 - 1. Ballots
 - 2. Ballot boxes and voting booths
- (b) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places. Equipment includes the ES&S ExpressVote Accessible electronic ballot marker and ES&S Model DS200 Precinct scanner and Tabulator.
- (c) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment. Equipment used is ES&S Model DS850 Central Scanner and Tabulator.
- (d) Publish/Post the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (e) Perform any necessary maintenance or repair on the furnished machines and equipment.
- (f) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Political Subdivision who are responsible for holding the election.

GENERAL CONDITIONS

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the Political Subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the failure to pay a claim.
- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Bell County, Texas.
- (d) Only actual expenses directly attributable to an election services contract may be charged, Texas Election Code Section 31.100 (b). An election services contract must include an itemized list of estimated election expenses. If the estimated expenses, not including the fee charged under Subsection (d), exceed the actual expenses, the amount of the difference shall be refunded to the contracting authority, Texas Election Code 31.100 (c). A fee charged by the officer for general supervision of the election may not exceed 10 percent of the total amount of the contract, but may not be less than \$75, Texas Election Code Section 31.100 (d).
- (e) The Political Subdivision shall have the right to terminate this contract by written notice to the Contracting Officer, and in that event the Political Subdivision shall only be liable for expenses and fees allowable under subparagraph (d) and incurred prior to the Contracting Officer's receipt of such notice of termination.
- (f) The Contracting Officer may enter into a separate elections services contract with another political subdivision for an election conducted on the same day, provided that no such contract will materially interfere with the performance of the Contracting Officer's obligations hereunder.
- (g) This contract constitutes the entire agreement of the parties concerning election services for the election described above, and there are no oral representations, warranties, agreements or promises pertaining to such services not incorporated in writing in this contract. This contract may be amended only by an instrument in writing signed by the parties. Neither party may assign this contract or its rights or duties hereunder without the written consent of the other, and any attempted or purported assignment in the absence of such consent shall be void. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions with remain in effect without the unenforceable parts.

WITNESS the following signatures and seal:

Temple Independent School District
(Entity Name)

By: _____
(Name of person representing political subdivision)

January 26, 2022
Date

By: _____
Shay Luedeke, Interim Bell County Elections Administrator

Date