CONTRACT FOR ELECTION SERVICES

DECATUR INDEPENDENT SCHOOL DISTRICT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BETWEEN DECATUR ISD AND THE WISE COUNTY ELECTIONS OFFICE FOR ELECTION SERVICES FOR AN ELECTION TO BE HELD ON MAY 3, 2025

Section 1. Wise County Elections, hereinafter designated as "the contracting officer," represented in this agreement by Sabra Srader, Elections Administrator, hereby agrees to provide election services and equipment on the terms stated below.

Section 2. Decatur Independent School District, hereinafter designated as "governing body,", or "renter", has requested to rent voting equipment and certain election services from the contracting officer.

Section 3. Duties of the contracting officer:

- A) Serve as the administrator for the General and Special Election to be held on May 5, 2023;
- B) Serve as the Early Voting Clerk on behalf of Decatur ISD for the General and Special Election to be held on May 5, 2023;
- C) Prepare and distribute all necessary election supplies including
 - 1) Ballots and ballot programming,
 - 2) List of registered voters (electronic poll books will be provided),
 - 3) Election kits, and
 - 4) Voting equipment.
- D) Publish required notice of Logic and Accuracy testing of voting equipment;
- E) Hire and supervise election workers for early voting, election day, and a runoff, if needed, and provide training on all election equipment and current state and federal laws governing the conduct of elections in the State of Texas.
- F) Tally all electronic ballots cast on the equipment provided and prepare all reports and backup documentation required/requested by the governing body.
- G) Comply with all applicable laws regarding administration of the General and Special Election, including but not limited to Texas Election Code Chapters 31, 32, 43, 86, and 271.

Section 4. Duties of the governing body:

1) Provide English and Spanish copies of the ballot to Sabra Srader, Elections Administrator, Wise County, PO Box 1597, 200 S Trinity St., Decatur TX 76234, <u>elections@co.wise.tx.us</u>, as soon as the candidates have filed and ballot order has been determined. English, Spanish and Audio ballot proofs will be provided by the Elections

- Administrator, and the governing body will review and return said proofs, with any needed changes within 1 business day of proofing the ballot. The governing body accepts full responsibility for the accuracy of the ballot.
- 2) Prepare and post all required notices and postings for said election, other than those being posted by the contracting officer (Public Logic and Accuracy Testing Notice).
- 3) Canvass the votes in the time and manner required by law.
- 4) Pay its pro rata share of the election cost as estimated on Annex A. (a final invoice will be sent upon completion of the election).

Section 5. Only voting machines that the County (and the contracting officer) believes to be in safe operating condition will be used in the joint election, and the governing body agrees to hold the County harmless for any damages arising from the governing body's use of voting machines.

Section 6. The governing body acknowledges that the estimated cost of this election may exceed the cost estimate provided in Annex A for the governing body polling locations, and agrees to reimburse Wise County for the full cost of the election upon submission of all invoices by the contracting officer. All other entities/political subdivisions participating in the joint election with the governing body will be separately invoiced their share of the total cost.

Section 7. That this Agreement shall become effective from and after its date of passage.

Section 8. Wise County Elections Administration certifies that a criminal background check on all employees, including temporary employees, who may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Decatur ISD has been performed. Wise County Elections Administration has determined there are no findings that would prevent the employees from performing their assigned duties.

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Section 9. In witness of this Agreement, the cotheir signatures on this the day of	
	 Dr. Karen Rue
	Interim Superintendent, Decatur ISD
	[Seal]
ATTEST:	
Laura Walther Administrative Assistant to the Superintendent	
	APPROVED:
	Sabra Srader, Elections Administrator Wise County, TX
	[Seal]