THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES FOR**
§ **EARLY AND ELECTION DAY VOTING**
COUNTY OF BELL §

THIS CONTRACT is made by and between the CITY OF NOLANVILLE ("**City**"), and the KILLEEN INDEPENDENT SCHOOL DISTRICT **("District")**.

WITNESSETH:

1. **RECITALS**. The parties have determined that it is in the public interest of the inhabitants of the City that the following contract be made and entered into for the purpose of voter convenience and public economy in connection with early voting and Election Day voting by personal appearance in the May 02, 2026, Nolanville Municipal Election, and the Killeen Independent School District Election. The City has agreed to support the District in both early voting and Election Day voting.

2. **CONTRACTING OFFICERS**. The Contracting Officer for the District is the Election Agent. The Contracting Officer for the City is the City Secretary. The Contracting Officers shall perform or supervise the duties and obligations of their respective entities hereunder. The Contracting Officers are acting as agents of the parties and are not personally liable hereunder.

3. **DUTIES AND SERVICES OF THE PARTIES**:

   A. Each party will prepare its own order of election and notice of election which includes the location of early voting and Election Day voting. Each party is responsible for all required publications and postings required by law. Each party will conduct its own canvassing of election results.

   B. Each party will order its own ballots and supervise and conduct all early voting by mail for its own election and each party will be the custodian of those records. The District will maintain responsibility for timely providing the information needed for its own election to the City to order ballots strips, ballot boxes, voting booths and other materials and supplies as appropriate to support in person voting for their respective elections, and for timely providing their respective voter registration lists.

   C. The City will be responsible for timely obtaining all equipment, signs, materials and supplies for the set-up and operation of the polling site for early voting and Election Day voting by personal appearance for voters. The City will also be responsible for: (i) qualifying voters; (ii) operating the early voting polling site and the Election Day polling site for Nolanville and KISD Precincts 111N, 114N, 114B, 118 (the "**Nolanville Precincts**"); (iii) maintaining poll lists for all voting by personal appearance in the Nolanville Precincts; (iv) maintaining signature rosters for all voting by personal appearance in the Nolanville Precincts; (v) ensuring that voting equipment will be accessible as required by law; (vi) having the voting equipment and ballots programmed and tested as required by law; (vii); recruiting, appointing and compensating all election officials and workers; (viii) securing, tabulating or accumulating the votes as required by law; and (ix) providing copies of any documents reasonably requested by the District in connection herewith. Each party will be the custodian of their own election records.

4. **COST OF SERVICE**.

   A. The District shall compensate the City for eighty percent (80%) of any reasonable and direct expenses incurred as a result of this Agreement, and for eighty percent (80%) of any direct or other actual costs associated with conducting early voting and Election Day voting under this agreement.

   B. If the City does not require an election for city officers, propositions, or measures, the District shall compensate the City for all personnel expenses and other actual costs associated with conducting the early voting and Election Day voting under this Agreement.

   C. The City is conducting an election solely on a measure and therefore will not require a runoff election. In the event the District is required to conduct a runoff election pursuant to Texas Election Code, the District shall be responsible for administering and conducting such runoff election and for all associated costs unless otherwise agreed to in writing by the parties.

   D. Within thirty days after receipt of an itemized, written invoice, the District shall pay all sums due to the City under this Agreement. If the District disputes any portion of the invoice, then before the due date the District will (i) notify the City of the specific basis for the dispute and (ii) pay the undisputed portion of the invoice. In the absence of a timely notice of dispute the invoice will be deemed to be correct in all respects.

   E. If any party takes action which would necessitate obtaining Department of Justice preclearance authorization, that party shall pay all attorney fees and expenses necessary to obtain such authorization.

   F. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In no event may any costs payable hereunder exceed the maximum costs allowed by law.

5. **TERMINATION**. In the event that either party cancels its election, the canceling party shall promptly notify the remaining party of that fact and shall not be responsible for any expenses hereunder except its share of fees and expenses accrued or incurred prior to receipt of written notice of cancellation from the District.

6. **GENERAL CONDITIONS**. Nothing contained in this Agreement shall authorize or permit a change in (i) the officer with whom or the place at which any document or record relating to the election is to be filed, (ii) the place at which any function of the canvass of the election return is made, or (iii) any other function prohibited by law.

7. **DISPUTE RESOLUTION.**

   A. Any dispute between the parties related to this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

B. JURY WAIVER. The parties each waive the right to trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Agreement, or any of its provisions.

C. Nothing in this Agreement shall be deemed a waiver of any party's defense of sovereign immunity or governmental immunity under the laws of the state of Texas.

8. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties concerning election services for the election described in the Recitals hereof, and there are no oral representations, warranties, agreements, or promises pertaining to such services not incorporated in writing in this Agreement. This Agreement may be amended only by an instrument in writing signed by the parties. No party may assign this Agreement or its rights or duties hereunder without the written consent of each other party, and any attempted or purported assignment in the absence of such consent shall be void, provided that a Contracting Officer may contract with one or more third parties to assist in the performance of its duties hereunder. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

EXECUTED in multiple originals on March 24, 2026.

CITY OF NOLANVILLE, TEXAS:

BY:

Teresa Chandler

Digitally signed by Teresa Chandler
DN: CN=Teresa Chandler, O=City of Nolanville Tx, OU=City Secretary, E=tchandler@nolanvilletx.gov, C=US
Reason: I am approving this document with my legally binding signature
Location: your signing location here
Date: 2026-03-12 12:10:58
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Teresa Chandler, City Manager

ATTEST:

Misha Johnson

Digitally signed by Misha Johnson
DN: C=US, O=City of Nolanville, CN=Misha Johnson, E=mjohnson@nolanvilletx.gov
Reason: I am the author of this document
Location: your signing location here
Date: 2026-03-12 11:55:38
Foxit PhantomPDF Version: 9.7.5

Misha Johnson, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT:

BY:

Brett E. Williams, Board President

ATTEST:

Brenda Adams, Board of Trustees Secretary