

**ATTACHMENT A                                ELECTION SERVICES  
CONTRACT WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF KENDALL**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Local Political Subdivision of \_\_\_\_\_, hereinafter referred to as "LPS," and Staci L. Decker, County Election Officer of Kendall County, Texas, hereinafter referred to as "Contracting Authority", under the authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the \_\_\_\_\_ Election to be held on **July 31st, 2021** and the runoff election if necessary.

**THIS AGREEMENT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out:

1.     **DUTIES AND SERVICES OF THE CONTRACTING AUTHORITY.** The contracting authority shall be responsible for performing the following duties for **Early Voting** and/or **Election Day** and shall furnish the following services and equipment.
  - 1.1    Contact the owners or custodians of designated polling places and arrange for their use in the election and runoff election if necessary.
  - 1.2    Contact the owner or custodian of some other public place (or if unavailable, private) building in the election precinct and arrange for its use as a polling place if the designated polling place in the precinct is unavailable for use in the election.
  - 1.3    Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballots boxes and voting booths.
  - 1.4    Program, or arrange to have programmed, the ballot.
  - 1.5    Procure all necessary voting machines and equipment, and prepare the voting machines and equipment for use at the early voting and election day polling locations, and transport them (or arrange to have them transported) to and from the polling locations.
  - 1.6    Notify election judges of duty to hold election (Writ of Election) and recruit election clerks, as needed, for Early Voting and/or Election Day for this election and any runoff thereafter.
  - 1.7    Conduct one or more election training schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. Training includes, but is not limited to: election procedures, state mandated photo id training, and use of all electronic equipment. Election judges and clerks may be paid for attending such schools.
  - 1.8    Post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners' court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
  - 1.9    Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as

provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

- 1.10 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.
- 1.11 Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and/or the legal notice of logic and accuracy test of the direct recording electronic “DRE” voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulation equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under Section 129-021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State’s Office (hereinafter referred to as “SOS”).
- 1.12 Publish notices promoting election (if requested by entity).
- 1.13 Supervise the overall conduct 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.

## **2. COMPENSATION, BILLING and PAYMENT**

- 2.1 The Contracting Authority is the agent of the political subdivision for the purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Authorities duties and the Contracting Authority is not liable for the political subdivision’s failure to pay a claim.
- 2.2 The Contracting Authority **Will** pay invoices for supplies, ballots, and the programming of electronic voting equipment and then will invoice the LPS for reimbursement.
- 2.3 The Contracting Authority **Will** be responsible for paying election workers and then will invoice the LPS for reimbursement.
- 2.4 Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code). The Contracting Authority must submit the actual costs incurred pursuant to this Contract to the LPS no later than the 30<sup>th</sup> day after the final election and/or all invoices have been received from the vendors.
- 2.5 The rate for the Electronic Voting Equipment has been set to 4% of the actual cost of purchase price to be charged per machine, per day, with the exception of EMS, and the Licensing & Support fee which will be a set rate for the entire election. Commissioners Court reserves the right to review and change this fee on a yearly basis.
- 2.6 The LPS assumes responsibility for any loss, damage or other harm to said equipment while in use by the election officials for the LPS’s election and agrees to indemnify (PAY) the County for any loss, damage or other harm to said equipment that is not covered under the vendor’s warranty.

- 2.7 The Contracting Authority may collect 10% above of the actual costs as administrative fee for duties and services performed.
- 2.8 If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Authority shall only be entitled to receive (1) the actual expenses incurred by the Contracting Authority before the date of cancellation in connection with the election, and (2) an administrative fee of \$75. The Contracting Authority agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in advance in writing.
3. **EARLY VOTING.** Staci L. Decker, Elections Administrator, will serve as Early Voting Clerk and Rebecca Fincke, Kim Quintana and Felicia Whitt will serve as Deputy Early Voting Clerk.
4. **VOTING SYSTEM.** The voting system to be used in the election and any runoff election is the ES&S EVS 6.0.4.0 Voting System that is comprised of the ExpressVote ballot marking device, and the DS200 precinct scanner.
5. **GENERAL CONDITIONS.**
- 5.1 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 related to the election or runoff 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 or other provisions of Texas law.
- 5.2 The Contracting Authority **Will NOT** be responsible for preparing submissions, if any, to the U. S. Department of Justice.
- 5.3 The Contracting Authority will recruit election officials and persons serving as election officials will be REQUIRED to attend Election Training, if such person refuses to attend training; the Contracting Authority, Reserves the Right to replace such official. (*Will replace official according to requirements under Texas Election Law Code Sec. 32 and notify the LPS of the change.*)
- 5.4 For purposes of implementing this contract and coordinating activities hereunder, the Contracting Authority and the LPS designate the following individuals, and whenever the contract requires submission of information or documents or notice to the Contracting Authority or the LPS, respectively, submission or notice shall be these individuals:

**For the Contracting Authority:**

**For the LPS:**

Name and Title	Staci L. Decker, Elections Administrator	
Political Subdivision	Kendall County	
Street Address	221 Fawn Valley Drive, Boerne, TX 78006	
Mailing Address	P.O. Box 2384, Boerne, TX 78006	
Telephone No.	(830) 331-8701	
Fax No.	(830) 331-8295	
Email	<u>staci.decker@co.kendall.tx.us</u>	

Neither of these individuals has authority to amend this contract or vary its terms.

**6. GENERAL PROVISIONS**

- 6.1 The Contracting Authority shall file copies of this contract with the County Treasurer and the County Auditor of Kendall County, Texas.
- 6.2 This contract shall be construed under and in accordance with applicable Federal and State Law's, and all obligations of the parties created hereunder are performable in Kendall County, Texas.
- 6.3 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceability in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6.4 It is understood that in the case of an election contest solely challenging this LPS's election results, the cost of such contest, challenge, or litigation will be borne by the LPS.
- 6.5 It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the LPS and will be contracted for at such time.
- 6.6 This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter.
- 6.7 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.
- 6.8 By their signatures below, the Contracting Authority and the LPS warrant and represent that they are authorized to enter into this contract.

**WITNESS** the following signatures and seals on the respective dates shown be:

**The Contracting Authority:**

(SEAL)

**BY:** \_\_\_\_\_  
**STACIL DECKER**  
**ELECTIONS ADMINISTRATOR, KENDALL COUNTY**

**DATE:** \_\_\_\_\_

**The Local Political Subdivision "LPS":**

(SEAL)

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Official Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_