



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between the Elections Administrator of Guadalupe County, Texas (“Elections Administrator”) and the City of Schertz, Texas, hereinafter referred to as “Political Subdivision,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 5, 2024.

Said Political Subdivision is holding a General Election, at their expense on November 5, 2024.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

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

GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.
- C. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.
- D. The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.
 - I. **RESPONSIBILITIES OF ELECTIONS ADMINISTRATOR.** The Elections Administrator shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Elections Administrator shall recommend appointment of Election Day presiding and alternate judges, central accumulation

station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Elections Administrator shall ensure that a bilingual election clerk is appointed. The Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Elections Administrator shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballots, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Elections Administrator, the tabulation supervisor, and the other members the Elections Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Elections Administrator shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Elections Administrator shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

F. Registered Voters List. The Elections Administrator shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

G. Notice of Previous Polling Place. The Elections Administrator shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

H. **Ballots.** The Elections Administrator or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the Political Subdivision, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions.

I. **Applications for Mail Ballots.** The Political Subdivision and Elections Administrator agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 215 S. Milam St, Seguin, Texas 78155 or P.O. Box 1346, Seguin, Texas 78156 are the early voting clerk's mailing addresses to which ballot applications and ballots voted by mail shall be sent for the Political Subdivision.

J. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Elections Administrator shall serve as the Early Voting Clerk for the Election.

1. The Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Elections Administrator or deputies at the Elections Office located at 215 S. Milam St., Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Elections Administrator at (830)303-6373 or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the original application forwarded to the Elections Administrator for proper retention.
3. Early voting ballots shall be secured and maintained at the Elections Office at 215 S. Milam St., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and dates and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

K. **Election Day Activities.**

1. The Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Elections Administrator and in accordance with the Texas Election Code. The Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.
- L. Election Night Reports.** The Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.
- M. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide information on each of the voters' status. The Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- N. Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.
- O. Custodian of Election Records.** The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating political subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating political subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

P. Recount.

1. The Political Subdivision shall advise the Elections Administrator if a recount is required by law or requested, and the Elections Administrator and the Political Subdivision shall discuss how such a recount is to be conducted. The Political Subdivision shall reimburse the Elections Administrator for the cost of such a recount, which is not included in the original cost estimate.

Q. Schedule for Performance of Services. The Elections Administrator shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

R. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Elections Administrator and reimbursed by the Political Subdivision.

S. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Guadalupe County will be precleared through the United States Department of Justice by the Elections Administrator with copies of the submission and response e-mailed to the Political Subdivision.

II. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. The Political Subdivision shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The Political Subdivision shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the Political Subdivision of all actions necessary to call the Election. The Political Subdivision shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The Political Subdivision shall provide the Elections Administrator with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Elections Administrator in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Elections Administrator will file the precinct-by-precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Elections Administrator, the Political Subdivision shall prepare, and file all required precinct by precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Elections Administrator shall compensate all Election workers in accordance with the Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Elections Administrator, the Political Subdivision will be charged a share of the Election costs and an administrative fee. The cost distribution is set forth in the Joint Election Agreement. The estimated costs to be paid by the Political Subdivision are set forth in the Cost Estimate.

- B. **Administrative Fee.** The Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of \$75.00.
- C. **Payment.** The Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

V. **MISCELLANEOUS PROVISIONS**

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the Election is to be filed.
 - 2. The officers who conduct the official canvass of the Election returns.
 - 3. The authority to serve as custodian of voted ballots or other Election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** The Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.
- D. **Election to Resolve a Tie.** If an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
 - 1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 - 2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 - 3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 - 4. The cost of the Election will be borne by the Political Subdivision; the Elections Administrator will work with the Political Subdivision on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both

the Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.

- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Elections Administrator and additional election personnel as necessary.
- H. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- I. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- J. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.
- K. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- L. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- M. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to fulfil its obligations as a result of such

restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

N. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Elections Administrator and the Political Subdivision designate the following individuals for submission of information, documents and notice:

For the Guadalupe County Elections Office:

For the POLITICAL SUBDIVISION:

Lisa Hayes

Name

Elections Administrator

Title

215 S. Milam St.

Address

Seguin, Texas 78155

City, State and Zip

Tel: (830) 303-6363

Tel:

Fax: (830) 303-6373

Email:

Email: lisa.hayes@co.guadalupe.tx.us

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2024, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2024, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:

City of Schertz, Texas:

By: _____

By: _____

Lisa Hayes
Elections Administrator

Presiding Officer/Authorized Representative