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May 10, 2023

City of New Braunfels
CONTRACT FOR ELECTION SERVICES
June 17, 2022 General Election Runoff

This contract for election services made by and between **City of New Braunfels** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their June 17, 2023 General Election. The voting equipment used will be the Hart Duo specifically Verity Touch Writer and .Verity Scan which is paper ballot voting

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

- 1 Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
- 3 Forward all information to vendor (Hart) for the Coding and Audio files for Verity Duo.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location, 396 N. Seguin, New Braunfels, Texas 78130
5. Provide training on conducting an election with Hart Verity Duo and Knowink Poll Pads for all Early Voting and Election Day workers.
6. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.

7. Prepare, provide, and deliver adequate election equipment for the election (Hart Verity Duo).
8. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Location.
9. Provide the Official Registered Voter List for the City of New Braunfels District No. 6 for Comal and Guadalupe Counties for use on Knowink Poll Pad.
10. Recruit election judges and clerks for Early Voting and Election Day.
11. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on June 13, 2023.
12. Provide the voting equipment and supplies listed in the attached Estimated Expenses and ensure Election Judges return specified voting equipment and supplies from Election Day Polling Location after polls close on June 17, 2023.
13. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICE and reimbursed by ENTITY.
14. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
15. Set up the Central Accumulation Station and appoint personnel to tabulate the results of Early Voting and Election Day votes; provide Final Unofficial Results for Canvass.
16. Provide overall administration and supervision of the election and advisory services.
17. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.
18. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.
19. Reporting precinct results to the Secretary of State, if required.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment occurring at the voting location ordered by the ENTITY.
4. Only the actual expenses directly attributable to the Contract may be charged (Section 31.100(b), Texas Election Code). The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract based on the attached estimated costs with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representation or modifications concerning this agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
- D. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **FORCE MAJEURE:** In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the _____ day of _____, 2023

Bobbie Koepp, Early Voting Clerk/County Clerk