



**Cynthia Jaqua**  
**Comal County Elections Coordinator**  
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January 8, 2021

**City of New Braunfels**  
**CONTRACT FOR ELECTION SERVICES**  
**May 1, 2021 General and Special Election**

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 May 1, 2021 General Election. Electronic voting equipment will be used, specifically the Hart DRE'S known as Verity Touch, Verity Access Touch, and Controller.

**DUTIES AND SERVICES OF THE CONTRACTING OFFICER:**

1. Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Election Administrator and the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Forward all information to vendor (Hart) for the Coding and Audio files for Verity Touch, Verity Access Touch, and Controller
3. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
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 Touch, Verity Access Touch, Controller, and Knowink Poll Pads for all Early Voting and Election Day workers.

6. Require HART to provide screen shot proofs for ENTITY's approval.
7. 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.
8. Prepare and provide adequate election equipment for the election (Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads)
9. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Locations.
10. Provide the Official Registered Voter Lists from the applicable counties for City of New Braunfels for use on Knowink Poll Pad.
11. Deliver all voting equipment (Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads) and election supplies for Early Voting and Election Day to polling locations.
12. Pick up all voting equipment (Verity Touch and Verity Access Touch) and election supplies for Early Voting and Election Day and return to Comal County Elections Office, 396 N. Seguin Ave., New Braunfels.
13. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on April 27, 2021.
14. Ensure Election Judges return specified voting equipment and supplies from Election Day Polling Locations after polls close on May 1, 2021.
15. Recruit election judges and clerks for Early Voting and Election Day and provide direction to all election judges and clerks at all Election Day Vote Center and Early Voting Locations.
16. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICER and reimbursed by ENTITY.
17. Issue Writs of Election for election judges and notice of appointments to Presiding and Alternate Judges.
18. 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.
19. Set up the Central Accumulation Station and appoint personnel to tabulate the results of the Early and Election Day votes; provide Final Unofficial results for Canvass.
20. Provide overall administration and supervision of the election and advisory services including but not limited to the joint elections between the Entity and all other governmental entities holding elections on May 1, 2021.

21. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.
22. Reporting precinct results to the Secretary of State, if required.
23. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.
24. Take proper precautions as may be recommended by Comal County Health District or other health authority due to the current COVID-19 pandemic.

#### **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. ENTITY shall conduct its ballot position drawing on or about, February 12, 2020, and 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 while it is in ENTITY's possession and control.
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 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 representations 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 \_\_\_\_\_, 2021

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ROBERT CAMARENO  
City Manager

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BOBBIE KOEPP  
Comal County Clerk

**SEE ATTACHED ESTIMATE OF EXPENSES**