

**PROPOSED ELECTION AGREEMENT****Panola County****&****City of Beckville****THE STATE OF TEXAS****COUNTY OF PANOLA**

**THIS AGREEMENT** is made and entered into by and between Panola County, Texas and the City of Beckville, and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for conducting and supervision of the elections for Panola College.

The Election Administrator will be the acting agent for the City of Beckville to contract with third parties in respect to election services within the scope of the duties. All invoices will be sent directly from the third party to the City of Beckville for payment (i.e. printing of ballots, election kits, etc).

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF PANOLA COUNTY**

The Election Administrator agrees to coordinate, supervise, and handle all aspects in administering the Trustees elections in accordance with the provision of the Texas Election Code and as outlined in this Agreement.

The Election Administrator in connection with the holding and supervision of said election shall assume the following responsibilities:

- (a) All Elections Officers approved by Commissioners' Court.
- (b) Arrange for the notification, including writ of election and training.
- (c) The Election Administrator will be responsible for notifying each election judge and alternate judge of his/her appointment and for determining the number of clerks and other election workers authorized to work at each voting location.
- (d) Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the Election Administrator. (This responsibility will be set forth in the election judges' letter notifying the judge of his/her appointment.)

- (e) Arrange for permission to use the polling locations.
- (f) Procure, prepare, proof, and distribute ballots.
- (g) Procure, prepare and distribute election judges' kits.
- (h) Use Auto Mark voting system and M-100 counting machine (early voting and Election Day).
- (i) Assemble lists of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- (j) Provide legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- (k) Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- (l) Prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the City of Beckville as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the Monday following the election.
- (m) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks.
- (n) All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- (o) City of Beckville will be responsible for payment to all parties who have provided services, supplies, and voting locations for the election. The Election Administrator shall not be liable to any third parties for any default by the City of Beckville in connection with holding the election, including failure the City of Beckville to pay for services, supplies, and voting locations for this election.
- (p) Prepare the results of the election for the City of Beckville to conduct its own canvass of the election as prescribed by law.
- (q) Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body.
- (r) Prepare and send out "Notice of Drawing" for a place on the Ballot to all eligible candidates.

**II. DUTIES AND SERVICES OF THE CITY OF BECKVILLE**

The City of Beckville in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any attendant costs for the same:

(a) Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.

(d) Deliver to the Election Administrator as soon as possible, a list showing the official wording for the Election titles that is to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.

(e) Pay any additional costs incurred by the Election Administrator if a recount for the election is required, or the election is contested in any manner.

(f) Shall issue "Certificates of Election" to candidates elected after the Official Canvass.

**III. PAYMENT FOR SERVICES**

(a) The City of Beckville shall pay to Panola County ten percent (10%) of the budget cost for administrative fees pursuant to Texas Election Code, Section 31.100.

(b) After the date of election and completion of all duties required of the Election Administrator, Panola County shall then compute the final statement for all services rendered as an administrative fee, and bill the City of Beckville such sum. The City of Beckville shall be responsible for paying this amount within thirty (30) days from the date of billing.

**IN WITNESS WHERE OF**, the parties hereto have made and entered into this agreement this 25<sup>th</sup> day of July, 2016.

LeeAnn Jones  
LeeAnn Jones  
County Judge

Gene Mothershed  
Gene Mothershed  
Mayor of Beckville