



## PANOLA COUNTY

groundwater conservation district

July 16, 2019

This letter serves as a written notice that the Panola County Groundwater Conservation District would like to amend the approved election agreement dated and signed on July 22, 2014 by PCGCD Board President; Larry Dorman and County Judge; David Anderson.

PCGCD would like to offer a new proposed election agreement stating that the normal contract fee is only paid to Panola County in years that the District holds an election.

Mike Pennington  
Board President

Vice President  
Larry Dorman

7-23-19

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# PROPOSED ELECTION AGREEMENT

Panola County

&

Panola County Groundwater Conservation District  
(Referred to as "PCGCD")

**THE STATE OF TEXAS**

**COUNTY OF PANOLA**

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

**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 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.

(c) 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.

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

**III. PAYMENT FOR SERVICES**

PCGCD shall pay to Panola County a set amount of \$2500 every other year upon calling an election for November elections in even-numbered years. This cost shall be paid if there are no positions for PCGCD on the ballot or if there are any positions on the ballot. (This fee includes all fees including the ten percent (10%) of the budget cost for administrative fees pursuant to Texas Election Code, Section 31.100, Automark Fees, and M-100 Fees).

**IV. EFFECTIVE DATE**

This agreement is effective upon execution by both parties and expires on August 1, 2036.

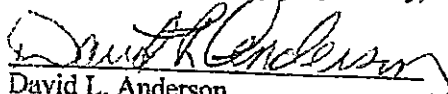
**V. RENEWAL TERMS**


This Agreement may be extended by written agreement of both parties for up to ten (10) additional two (2) year periods (each a "Renewal Term").

**VI. AMENDMENT TO AGREEMENT**

All provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended in writing by both parties pursuant to the terms of the Agreement.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this 22nd day of July, 2014.

  
David L. Anderson  
County Judge

  
Larry Dorman  
President