

THE STATE OF TEXAS §

COUNTY OF PANOLA §

**ELECTION AGREEMENT WITH CITY OF CARTHAGE  
TO BE ADMINISTERED BY THE PANOLA COUNTY ELECTION  
ADMINISTRATOR'S OFFICE (PCEAO)**

**I. PARTICIPATING AUTHORITIES.**

A. **Participating Entities.** City of Carthage plans to hold an Election, on May 4, 2024, with early voting occurring from April 22-April 30, 2024. City of Carthage will share a common early voting polling location, if need be, for the May 4, 2024, General Election at the Panola County Court House, 110 S. Sycamore St., Room 100 Carthage, Tx 75633 and election day voting occurring where Panola County designates voting will take place.

Or joint:

B. **Participating Entities.** The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are hereby participating with each other in this **Joint Election to be held in Panola County, Texas on May 4, 2024** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Panola County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint Election, unless otherwise agreed in writing.

Both:

C. **Joint Agreements.** The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of Participating Political Subdivisions 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 Subdivision agrees to enter into a joint election agreement required by Panola County.

## II. ADMINISTRATION CITY OF CARTHAGE

- A. **PCEAO Responsibilities.** The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the personnel, equipment, supplies, services, and administrative costs outlined in this Election Services Contract.
- B. **Participating Political Subdivision Responsibilities.** The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator may enter into a contract to furnish the election services requested within this Election Services Contract.

## III. LEGAL DOCUMENTS

- A. **Entity Responsibilities.** Each participating authority will be responsible for the preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

## IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

- A. **Number of Election Workers.** It is agreed by PCEAO and all Participating Political Subdivisions, 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 will be derived by PCEAO from the number of elections at the poll as well as the number of registered voters at the poll.
- B. **Hiring of Election Workers.** It is agreed that PCEAO will advertise for and maintain responsibility for the hiring of all Election Workers for any elections administered by the PCEAO. The PCEAO may hire and use Election Workers recommended by participating entities as necessary to meet election needs.

- C. **Compensation for Election Workers.** PCEAO will pay all election workers and each subdivision agrees to pay Panola County for their percentage of Election Workers that are within its district boundaries, as included in the estimate of election costs in attachment A. Compensation for all Election workers will be in accordance with the PCEAO established compensation policies, in accordance with the Texas Election Code, and in accordance with the rates established by the Panola County Commissioners Court for county elections.
- D. **Central Counting.** Central Counting for all entities will be at the discretion of PCEAO. The Cost of Central Counting Personnel will be divided equally among all entities with each participating authority agreeing to pay Panola County for their equal share of the cost of the Central Counting Personnel as established in the Election Cost Estimate in Attachment A.
- E. **Training of Election Workers.** PCEAO will provide training programs in keeping with Section 32.114 of the Texas Election Code for all presiding election judges, alternate election judges, and election clerks for this election. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.

## V. VOTING SYSTEMS/EQUIPMENT

- A. **Voting Equipment.** Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices (“BMD(s)”), and the ES&S DS200 Digital Vote Center Scanner (“Tabulators”). Each of these systems are accessible to voters with physical disabilities.

The Elections Administrator will provide Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting equipment to the vote centers in amounts reasonably sufficient for the anticipated turnout of voters.

- B. **Equipment Rental.** The itemized list of the estimated election expenses for this Election are in Attachment A, which includes, but may not be limited to the number of Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment. Each Participating Political Subdivision agrees to the equipment rental charges set by the Panola County Commissioners’ Court as included in Attachment A.

## VI. SUPPLIES AND PRINTING

- A. **Supplies.** The PCEAO will arrange for all election supplies (including ballots) and election printing from the supplier. Each Political Subdivision agrees to pay Panola County for their share of the cost of Election Supplies for those polling locations in their district.
- B. **Ballots.** Each participating authority shall furnish the PCEAO a list of candidates and/or propositions(s) showing the order and the exact manner in which their candidate names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the PCEAO as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proof reading and approving the ballots in so far as it pertains to that authority's candidates and/or proposition. Each participating authority will be provided a sample ballot prior to printing of same, and each participating authority must give written approval prior to the ballot being printed.
1. **BALLOT MISTAKES.** If any mistakes, errors or defects appear in the printed sample ballot after prior written approval by each participating authority, then correction of the ballots will be at the expense of that particular participating authority and Attachment A will be amended by the Election Administrator.
  2. **BALLOT CHANGES.** If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and Attachment A will be amended by the Election Administrator.

## VII. ELECTION EXPENSES

- A. **Payment of Election Expenses.** The participating authorities agree to share the costs of administering this Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be paid by PCEAO. The PCEAO shall invoice each participating authority; an estimate of the expected election cost is included as attachment A of this contract.
- B. **Administration Fee.** A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100, and is included in Attachment A. Under no circumstances will the 10% Administration Fee be refunded.

C. **Special Requests.** The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by the participant.

## **VIII. CONTRACTING WITH THIRD PARTIES**

In accordance with Section 31.098 of the Texas Election Code, the PRCEAO is authorized to contract with third parties for election services and supplies as necessary. The cost of such third-party services and supplies will be paid by the PRCEAO and reimbursed by contracting participants as included in Attachment A.

## **IX. CONTRACT WITHDRAWAL**

Any participating authority that certifies their election in accordance with Sections 2.051, 2.052 and 2.053, of the Texas Election Code may withdraw from the General Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating authorities no later than five (5) days after notification of all intents to withdraw have been received by the Panola County Election Administrator.

## **X. CONTRACT COPIES TO TREASURER AND AUDITOR**

In accordance with Section 31.099 of the Texas Election Code, the PCEAO agrees to file copies of the Election Services Contract with the County Treasurer and the County Auditor of Panola County, Texas.

## **XI. CHOICE OF VENUE**

Any legal challenges or questions of law shall be decided and filed in the County Court at Law of Panola County, Texas.

## **XII. SEVERABILITY**

Should any term of this Election Services Contract be found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

**XIII. FORCE MAJEURE**

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

**XIV. TERMS OF PAYMENT**

Upon acceptance of the contract and prior to the election, participants shall pay 75% of the estimated election cost within 30 days as invoiced by Panola County. Once the election has been completed and all applicable vendor invoices have been received by Panola County, a second invoice will be issued for the remaining election expense as well as the calculated 10% administrative fee.

**XV. NOTICE**

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the Panola County Election Administrator as shown below.

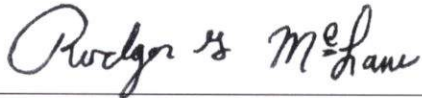
Loretta Mason  
Panola County Elections Administrator  
110 S. Sycamore St., Room 100  
Carthage, Texas 75633  
Tel: (903) 693-0370  
Email: lmason@co.panola.tx.us

And to Entity:

City of Carthage  
812 W. Panola St.  
Carthage, Tx 75633  
Tel: 903-693-3868  
Email: dgriffin@carthagetexas.com

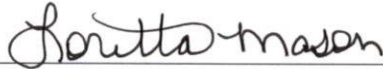
GENERAL CONTRACT ACCEPTANCE AND APPROVAL

IN WITNESS WHERE OF, the parties hereto have made and entered into this Agreement this 13th day of February, 2024.



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**HON. Rodger McLane**  
Panola County Judge



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**Loretta Mason**  
Panola County Elections Administrator



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**Stephen K. Williams**  
City Manager