THE STATE OF TEXAS §

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COUNTY OF PANOLA §

ELECTION AGREEMENT WITH GARY INDEPENDENT SCHOOL DISTRICT (GISD) TO BE ADMINISTERED BY THE PANOLA COUNTY ELECTION ADMINISTRATOR'S OFFICE (PCEAO)

PARTICIPATING AUTHORITIES.

Gary Independent School District plans to hold an Election, on May 3, 2023, with early voting occurring from April 21, 2025, until April 29, 2025. Gary Independent School District will share a common early voting polling location, if need be, for the May 3, 2025, 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.

ADMINISTRATION

The PCEAO agrees to order ballots and all pertinent supplies connected therewith for the General Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Panola County for supplies (including ballots), services and administrative costs as outlined in this agreement.

LEGAL DOCUMENTS

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.

ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

PCEAO will pay all election workers and GISD agrees to pay Panola County for the Election Workers that are within its district boundaries. GISD agrees to pay Panola County for the cost of Election Supplies for those polling locations.

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 equal share of the cost of the Central Counting Personnel.

SUPPLIES AND PRINTING

The PCEAO will arrange for all election supplies (including ballots) and election printing from the supplier.

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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. 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.

ELECTION EXPENSES

The participating authorities agree to share the costs of administering the May 3, 2025 General Election. 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. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be paid by Panola County. THE COST OF ANY SPECIAL REQUEST FROM A PARTICIPANT, WHICH IS NOT AGREED UPON BY ALL AUTHORITIES, SHALL BE BORNE BY THE PARTICIPANT.

The PCEAO will invoice each participating authority. An estimate of the expected election cost is included as attachment A of this contract.

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.

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.

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TERMS OF PAYMENT

Upon acceptance of the contract and prior to the election, Gary ISD 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.

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: Imason@co.panola.tx.us

And to Gary Independent School District:

Heather Ritter Secretary 132 Bobcat Trail Gary, Texas 75643 Tel: (903) 685-2291 Ext. 2719 Email: hritter@garyisd.net

GENERAL CONTRACT ACCEPTANCE AND APPROVAL

IN WITNESS WHERE OF, the parties hereto have made and entered into this Agreement this ///// day of //// 2025.

HON. Rodger McLane

Panola County Judge

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Loretta Mason Panola County Elections Administrator

el **Todd Greer**

Gary Independent ISD, Superintendent