THE STATE OF TEXAS §

COUNTY OF FRANKLIN §

CONTRACT FOR ELECTION SERVICES

THIS AGREEMENT FOR ELECTION SERVICES (hereinafter "contract") is made this ____ day of _____ 2027, by and between Franklin County, Texas (hereinafter "County"), and the City of Mount Vernon, Texas (hereinafter "Local Political Subdivision"), pursuant to Texas Election Code Sections 31.092 and 271.002 for an Election held Saturday, May 1, 2027 to be administered by the Franklin County Elections Administrator, (hereinafter "Elections Administrator").

RECITALS

Whereas, Local Political Subdivision anticipates holding an election Saturday, May 1, 2027.

Whereas, Local Political Subdivision is located partially or entirely within Franklin County, Texas; and

Whereas, County owns an electronic voting system, ES&S Voting, which has been approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Local Political Subdivision desires to use the County's electronic voting system and to compensate County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

Now Therefore, the Local Political Subdivision agrees to the following:

Scope of Election Agreement

Local Political Subdivision enters into this Election Agreement ("Agreement") for the conduct of an election to be held Saturday, May 1, 2027. The Franklin County Elections Administrator shall coordinate, supervise and handle all aspects of administering the Election as provided in this contract. Local Political Subdivision agrees to pay Franklin County for equipment, supplies, services, and administrative costs as provided in this Contract.

It is understood that other local political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Franklin County and the Elections Administrator may enter into other election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. The Local Political Subdivision agrees that Franklin County may enter into election agreements with other political subdivisions that may have a territory located partially or wholly within the boundaries of above-named Political Subdivision, and in such case all parties sharing common territory shall share the County's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to the cost provisions set below in this Contract.

At each polling location, Local Political Subdivisions shall share voting equipment and supplies to the extent possible, i.e. the participating parties may share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Legal Documents
The Local Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Local Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Local Political Subdivision, including translation to languages other than English. Each Local Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

Early Voting Clerk
The Local Political Subdivision, shall appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Local Political Subdivision agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Franklin County pursuant to Section 83.052 of the Texas Election Code.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Voting Locations
The Elections Administrator shall conduct early voting at the Franklin County Courthouse East Annex located at 502 E. Main Street, Mount Vernon, TX 75457.

The Elections Administrator shall select and arrange for the use of Election Day voting locations. Voting Locations shall be held in the usual common precincts where appropriate at the dates, times, and locations recommended by the Election Administrator and authorized and ordered by the governing body of the Local Political Subdivision.

Election Judges, Clerks, and other election personnel.
The Elections Administrator will be responsible for the appointment by Commissioner’s Court of the presiding judge and alternate judge for each polling location. The Elections Administrator will arrange for training and compensation of all judges and clerks.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed are eligible to serve.

Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive at an hourly rate established by Commissioners Court. The Elections Administrator will pay all election workers and the Local Political Subdivision agrees to pay Franklin County for the Election Clerk’s that are within its district boundaries.

The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to election day and for returning the supplies and equipment to the central counting station after the polls close.

Central Counting for all entities will be at the discretion of Elections Administrator. The Cost of Central Counting Personnel will be divided equally among all entities with each participating authority agreeing to pay Franklin County for equal share of the cost of the Central Counting Personal.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on election day. And for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Franklin County.

Voting Equipment

The Elections Administrator will prepare the Voting equipment in the election including logic and accuracy testing, and arrange to have them transported (or transport them) to and from the early voting and election day voting locations. A testing board, overseen by the Elections Administrator, will be established during the time of appointment by Commissioner's Court of the presiding judge and alternate judge for each polling location.

The voting system to be used in the election and any runoff election will be the ExpressVote and DS200 Tabulation Machine through Elections Systems and Software (ES&S).

Supplies and Printing

The Elections Administrator will arrange for the preparation of all election supplies (including ballots) and election printing from the supplier.

Each participating authority shall furnish the Elections Administrator 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 Elections Administrator 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 expense and allocation of costs

The exact amount of the Local Political Subdivision's cost obligation under the terms of this Contract shall be calculated after the May 1, 2027, election (or runoff election, if applicable).

The Election Administrator may contract with other Local Political Subdivisions resulting in Cost Sharing of the May 1, 2027 Uniform Election Date. The Local Political Subdivision agrees to these cost sharing provisions. This includes the Franklin County Elections Office and other contracting Local Political Subdivisions within Franklin County.

The Local Political Subdivision agrees to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs. Programming of the voting equipment owned by Franklin County is prepared by Election Systems and Software (ES&S).

The Local Political Subdivision hereby acknowledges that the cost may fluctuate dependent on the number of required polling locations and poll workers required to hold said election.

The Elections Administrator shall compensate all election workers in accordance with the Texas Election Code and using the rates set by the Franklin County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the Local Political Subdivision.

The cost share for reimbursement of election worker expense will be based upon the number of Local Political Subdivisions participating in an election agreement with the Franklin County Elections Administrator. Each Local Political Subdivision will be responsible for a proportionate shared percentage based upon the number of Local Political Subdivisions participating and the election workers' expense within their respective voting district boundaries.

The Local Political Subdivision agrees to the election expenses incurred, including but not limited to, the costs and expenses of election supplies, newspaper publication of the notice for the Logic and Accuracy Test of the ballots, state mandated mobile WIFI devices for observation of the electronic poll books, equipment transportation, absentee voting expenses, and other election related expenses.
The Elections Administrator shall charge a fee of 7% of the Local Political Subdivision's cost of the election.

The Local Political Subdivision shall pay to Franklin County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator.

Runoff Election
The Political Subdivision shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

The Political Subdivision shall reserve the right to reduce the number of early voting locations and/or election day voting locations in any runoff election.

Effective Date
This Agreement becomes effective upon approval and execution by the Local Political Subdivision.

Amendments
This Agreement may not be amended or modified except in writing executed by the Local Political Subdivision.

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 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 Franklin County Election Administrator.

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 Franklin County Election Administrator as shown below.

Yesinia Valenzuela Castro
Franklin County Election Administrator
502 E. Main St,
Mount Vernon, Texas 75457
Tel: (903) 537-8353
Email: elections@co.franklin.tx.us

And to the City of Mount Vernon as shown below:

City of Mount Vernon
109 North Kaufman Street
Mount Vernon, TX 75457
Tel: (903) 537-2252
Email: cityhall@comvtx.com

APPROVED BY THE GOVERNING BODY OF THE CITY OF MOUNT VERNON in its meeting held the

_____ day of _____, 2027, and hereby executed by its authorized representative.

By:_____

Printed Name:_____

Title:_____

ACKNOWLEDGED BY:

_____ _____
HON. Scott Lee Date
FRANKLIN County Judge

_____ _____
Yesinia Valenzuela Castro Date
FRANKLIN County Elections Administrator