

ELECTION AGREEMENT

THIS JOINT ELECTION AGREEMENT (the “Agreement”) is hereby entered into by and between **MOUNT VERNON INDEPENDENT SCHOOL DISTRICT**, acting by and through its Board of Trustees (hereinafter referred to as “MVISD”), **THE CITY OF MOUNT VERNON, TEXAS**, a municipality of the State of Texas (hereinafter referred to as “COMV”), and **FRANKLIN COUNTY WATER DISTRICT**, a conservation and reclamation district created under the laws of the State of Texas (hereinafter referred to as “FCWD”), as authorized under Chapter 271 of the Texas Election Code and in accordance with the requirements of § 11.0581 of the Texas Education Code, for the conduct of a joint election on the May 6, 2023 Uniform Election Date.

RECITALS

WHEREAS, MOUNT VERNON INDEPENDENT SCHOOL DISTRICT is holding a board of trustees election on May 6, 2023; and

WHEREAS, THE CITY OF MOUNT VERNON, TEXAS is holding a city council election on May 6, 2023; and

WHEREAS, FRANKLIN COUNTY WATER DISTRICT is holding a board of directors election on May 6, 2023; and

WHEREAS, MVISD, COMV and FCWD each owns certain electronic voting machines which have been duly approved by the Texas Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth under Texas Election Code § 61.012.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED** as follows:

I. ADMINISTRATION

The parties are each conducting an election on the May 6, 2023 Uniform Election Date (the “Election”), as set forth above, and hereby enter into this Agreement to work together to conduct the Election in accordance with Chapter 271 of the Texas Election Code and this Agreement. Each shall be responsible for running its own Election; however, agrees to pay its proportionate share of the costs of labor necessary to conduct the Election. Notwithstanding anything set forth herein, each individual party shall at all times remain responsible for the decisions and actions of its officers necessary for the lawful conduct of the Election.

Each party will use its own voting equipment and its own Election supplies; only the Election workers will be shared, to the extent possible based upon polling location. Each party recognizes that it may be required to maintain different polling locations based upon jurisdictional boundaries and further that each party is responsible for making that determination.

II. LEGAL DOCUMENTS

Each party shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required to be prepared, approved, and/or posted under Texas law.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating party, including translation to languages other than English. Each participating party shall provide a copy of its respective election order and notices for inclusion on the ballot(s).

III. POLLING LOCATIONS

The parties shall select and arrange for the use of all Election Day polling locations. Polling locations will be, whenever possible, the usual polling locations for each election precinct in elections conducted by the parties. The proposed polling locations are listed in Attachment "A" of this Agreement. In the event a polling location is not available, the parties will arrange for use of an alternate location(s), as appropriate.

If a polling location(s) for the Election is/are different from the polling location (s) used by the parties in their most recent elections, each party agrees to post a notice as required by law, at the entrance to any previous polling location (s) in the jurisdiction stating that the polling location has changed and stating the polling location (s) names and addresses in effect for the Election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The parties shall be responsible for and shall work together to appoint the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The parties shall further make emergency appointments of election officials, if necessary.

The parties shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve.

The parties shall arrange for the training and compensation of all Election judges and clerks, including for the date, time, and place for presiding election judges to pick up their Election supplies. Each presiding Election judge will be sent a letter from the parties notifying him/her of the 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 will receive compensation at an hourly rate established by the parties pursuant to Texas Election Code, Section 32.091. The Election judge will receive additional compensation 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.

The parties may employ other personnel necessary for the proper administration of the Election, including such part-time help as necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day. Part-time personnel working as members of the Early Voting Ballot Board and/or Central Counting Station on Election night will be compensated at the hourly rate set by the parties.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

Each party shall be responsible for providing and preparing all of its own supplies and voting equipment for the Election.

VI. EARLY VOTING

The parties agree to conduct early voting and to appoint to appoint an Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The parties further agree that the other deputy early voting clerks may be employed 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 the parties pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the location, dates, and times listed in Attachment “B” of this Agreement. Any qualified voter of the Election may vote early by personal appearance at a joint early polling location.

The Early Voting Clerk for each party shall receive its own applications for early voting mail-in ballots, in accordance with Chapters 31 and 86 of the Texas Election Code.

VII. EARLY VOTING BALLOT BOARD

The parties shall appoint an Early Voting Ballot Board (“EVBB”) to process early voting results from the Election. The Presiding Judge, with the assistance of the parties, shall appoint two or more additional members to constitute the EVBB. The parties shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The parties shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The central counting station manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the Election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Elections web page located at www.cityofmountvernotexas.com also, Early Voting and Election Day Results will be posted at City Hall located at 109 N. Kaufman Street, Mount Vernon, TX 75457.

The parties will prepare the unofficial canvassing reports after all precincts have been counted, and will deliver a copy of the unofficial canvassing reports to each party as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvassing of its respective elections.

The parties shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Texas Secretary of State. Notification and copies of the recount, if such waiver is denied, will be provided to each participating authority and the Texas Secretary of State.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The parties agree to share the costs of Election workers. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based upon the cost per polling place of running the Election.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any party may withdraw from this Agreement and the Election for any reason, as allowed by law. If any party cancels its Election, the remaining parties will share all costs of the Election workers.

XI. RECORDS OF THE ELECTION

The Elections Administrator for each party is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code. The parties hereby select the following as the Elections Administrators:

MVISED:	Jessica White
FCWD:	Christi McIntosh
COMV:	Kathy Lovier

Access to the Election records shall be available to each party as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records for each party shall be stored at the office of the Elections Administrator for such party, as set forth above, or at an alternate facility used for storage of such party's official records. The Elections Administrator for each party shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the Election are involved in any pending Election contest, investigation, litigation, or open records request, the Elections Administrator for each entity shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of a pending Election contest, investigation, litigation or open records request which may be filed with the participating authority. EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN RECORDS AND THE CONDUCT OF ITS OWN ELECTION.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The parties agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and each party's designee, who performs the duties of a secretary under the Texas Election Code, shall serve as Recount Coordinator therefor.

The Elections Administrator agrees to provide advisory services to the parties as necessary to conduct a proper recount and the cost of the recount depends upon the size of the Election and the number of precincts to be recounted.

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this Agreement with the appropriate departments of each party in accordance with Section 31.099 of the Texas Election Code.

2. In the event that legal action is filed contesting the any party's Election under Title 14 of the Texas Election Code, such party shall choose and provide, at its own expense, its own legal counsel.

3. Nothing in this Agreement prevents any party from taking appropriate legal action against any other party and/or other Election personnel for a breach of this Agreement or a violation of the Texas Election Code or Texas law.

4. The parties agree that under the Constitution and laws of the State of Texas, none of the parties to this Agreement can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Franklin County, Texas.

6. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas related to the conduct of the Election.

8. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

9. Any amendment of this Agreement shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

The cost of the Election will be calculated once the total expenses are known by the parties. Total cost shall be calculated after the Election (or runoff if applicable). Each party shall pay all amounts owed to within thirty (30) days after receipt of the final invoice from the Elections Administrator.

IN WITNESS HEREOF, this Agreement, and its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 13th day of February, 2023 been executed on behalf of THE CITY OF MOUNT VERNON, TEXAS by its authorized designee.

(2) It has on the _____ day of _____ 2023 been executed on behalf of MOUNT VERNON INDEPENDENT SCHOOL DISTRICT by its authorized designee.

(3) It has on the _____ day of _____ 2023 been executed on behalf of FRANKLIN COUNTY WATER DISTRICT by its authorized designee.

THE CITY OF MOUNT VERNON, TEXAS

ATTEST:

Kathy Lovier, City Secretary

Brad Hyman, Mayor

MOUNT VERNON INDEPENDENT SCHOOL DISTRICT

Dr. Jason McCullough, Superintendent of Schools

FRANKLIN COUNTY WATER DISTRICT

David Weidman, Manager

ATTACHMENT "A"

Election Day Polling Locations

May 6, 2023

7:00 am-7:00 pm

Location:

City Hall 109 N Kaufman Street, Mount Vernon, Texas 75457

ATTACHMENT “B”

Early Voting Polling Locations

Location: City Hall 109 N. Kaufman Street, Mount Vernon, Texas 75457

Dates

April 24, 2023 through May 2, 2023

Times

8:00 a.m. through 5:00 p.m.