

ORDINANCE NO. 2023-02-02

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, AUTHORIZING A GENERAL ELECTION TO BE HELD ON MAY 06, 2023, FOR THE PURPOSE OF ELECTING A MAYOR AND FIVE COUNCIL MEMBERS, FOR EXPIRING TERMS BY THE QUALIFIED VOTERS OF THE TOWN OF POETRY; ESTABLISHING PROCEDURES FOR THE ELECTION IN HUNT COUNTY; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO THE ELECTION; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by this Ordinance, it is the intention of the Town Council of the Town of Poetry, Texas to call the General Election in accordance with state law, to declare the Texas Election Code is applicable to said election, and this Ordinance establishes procedures consistent with the Code and designates the Election Day and main early voting polling place for the General Election; and

WHEREAS, May 06, 2023, is a uniform election date; and

WHEREAS, the Town Council calls to Order the General Election of May 06, 2023, to elect a Mayor, and Five Council Members of the Town Council as required by the Texas Election Code:

WHEREAS, the Order of Election must be written in English and Spanish as required by the Texas Election Code:

WHEREAS, the Town has authority, pursuant to Chapter 31 of the Texas Elections Code, to enter into an election services agreement with Hunt County Election Officer and to furnish election services to the City and its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF POETRY;

SECTION 1. General Election Called. That a General Election is hereby called by the Town Council to elect the following:

A Mayor and Five Town Council Members, to serve a 2-year term each, until May 2025 or until their successors are duly elected and qualified. Such election shall take place on the 6th day of May 2023, between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 2. Candidates for General Election. Qualified persons may file as candidates for the General Election by filing an application with the City Secretary at the Town Hall, between the hours of 12:00 p.m. through 4:00 p.m. on Wednesday and Friday, beginning January 18, 2023, through February 17, 2023. The City Secretary's office will remain open on February 17, 2023, until 5:00 p.m. as required by the TX Election Code. All applications for candidacy shall be on a form as prescribed by the Texas Election Code.

ORDINANCE NO. 2023-02-02

SECTION 3. Ballot. The official ballot for the election shall be prepared in accordance with the Texas Election Code to permit the electors to vote for each position.

SECTION 4. Polling Places. Voting shall be conducted on **Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the Faith Temple Baptist, 11214 FM 1565 Terrell, Texas 75160**

SECTION 5. Contract for Election Services. Chapter 31 of the Texas Elections Code authorizes county election officers to contract with the governing body of a political subdivision to perform certain election services. Pursuant to such authority, the election shall be conducted in accordance with the *May 6, 2023, Joint Election Contract for Election Services* between the Elections Administrator of Hunt County and the Town of Poetry which shall be approved by separate action of the City Council.

SECTION 6. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 7. Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

SECTION 8. Early Voting. The Town Council hereby appoints Jeannie Ash, Elections Administrator of Hunt County, as the Early Voting Clerk. Dates and times of early voting by personal appearance are as follows:

Monday, April 24, 2023 through Friday, April 28, 2023	8:00 a.m. to 5:00 p.m.
Monday May 1, 2023	7:00 a.m. to 7:00 p.m.
Tuesday, May 2, 2023	7:00 a.m. To 7:00 p.m.

The Early Voting Locations will be

- 1. Hunt County Voter Administration, 2217 Washington, Greenville, Texas 75401**

SECTION 9. Publication and Posting of Notice of Election. Notice of the election shall be given by posting a substantial copy of this Ordinance ordering an election in English and Spanish translations at Town Hall on the official bulletin board used for posting notices of the meeting of the Town Council. A copy of this Ordinance's caption shall also be published in English and in Spanish in the Town's official newspaper of general circulation published in the City.

SECTION 10. Severability Clause. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

ORDINANCE NO. 2023-02-02

SECTION 11. Effective Date. This ordinance shall be in full force and effect after its passage, and it is so ordained.

The ***Order of Election*** shall be posted to read as shown on Exhibit “A” attached:

PASSED, APPROVED and ADOPTED this 13TH day of February 2023.

Tara Senkevech, Mayor

ATTEST:

Jana Shelton, City Secretary

ORDINANCE NO. 2023-02-01

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AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, AUTHORIZING A GENERAL ELECTION TO BE HELD ON MAY 06, 2023, FOR THE PURPOSE OF ELECTING A MAYOR AND FIVE COUNCIL MEMBERS, FOR EXPIRING TERMS BY THE QUALIFIED VOTERS OF THE TOWN OF POETRY; ESTABLISHING PROCEDURES FOR THE ELECTION IN KAUFMAN COUNTY; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO THE ELECTION; PROVIDING FOR PUBLICATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by this Ordinance, it is the intention of the Town Council of the Town of Poetry, Texas to call the General Election in accordance with state law, to declare the Texas Election Code is applicable to said election, and this Ordinance establishes procedures consistent with the Code and designates the Election Day and main early voting polling place for the General Election; and

WHEREAS, May 06, 2023, is a uniform election date; and

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WHEREAS, the Town has authority, pursuant to Chapter 31 of the Texas Elections Code, to enter into an election services agreement with Kaufman County Election Officer and to furnish election services to the City and its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF POETRY,

SECTION 1. General Election Called. That a General Election is hereby called by the Town Council to elect the following:

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ORDINANCE NO. 2023-02-01

SECTION 3. Ballot. The official ballot for the election shall be prepared in accordance with the Texas Election Code to permit the electors to vote for each position.

SECTION 4. Polling Places. Voting shall be conducted on Election Day between the hours of 7:00 a.m. and 7:00 p.m. at the **Elections Office (Main Location), Kaufman County Library 3790 S. Houston Street, Kaufman County, Texas.**

SECTION 5. Contract for Election Services. Chapter 31 of the Texas Elections Code authorizes county election officers to contract with the governing body of a political subdivision to perform certain election services. Pursuant to such authority, the election shall be conducted in accordance with the *May 6, 2023, Joint Election Contract for Election Services* between the Elections Administrator of Kaufman County and the Town of Poetry which shall be approved by separate action of the City Council.

SECTION 6. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 7. Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code.

SECTION 8. Early Voting. The Town Council hereby appoints Tandi Smith, Elections Administrator of Kaufman County, as the Early Voting Clerk. Dates and times of early voting by personal appearance are as follows:

Monday, April 24, 2023 through Friday, April 28, 2023	8:00 a.m. to 5:00 p.m.
Saturday, April 29, 2023	8:00 a.m. to 5:00 p.m.
Sunday, April 30, 2023	12:00 p.m. to 6:00 p.m.

The Early Voting Locations will be:

1. Kaufman County Library, 3790 S. Houston, Kaufman, Texas 75142
2. Terrell Sub Courthouse, 408 East College, Terrell, Texas 75160Election
3. Kemp Sub Courthouse, 103 N. Main Street, Kemp, Texas 75143
4. Crandall/Combine Community Center 500 W. Lewis Street, Crandall, Texas 75114
5. Mabank City Hall, 129 Market Street, Mabank, Texas 75147
6. Forney Sub Courthouse 200 E. Main, Forney, Texas 75126

SECTION 9. Publication and Posting of Notice of Election. Notice of the election shall be given by posting a substantial copy of this Ordinance ordering an election in English and Spanish translations at Town Hall on the official bulletin board used for posting notices of the meeting of the Town Council. A copy of this Ordinance's caption shall also be published in English and in Spanish in the Town's official newspaper of general circulation published in the Town.

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SECTION 11. Effective Date. This ordinance shall be in full force and effect after its passage, and it is so ordained.

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PASSED, APPROVED and ADOPTED this 13TH day of February 2023.

Tara Senkevech, Mayor

ATTEST:

Jana Shelton, City Secretary

ORDER OF ELECTION FOR THE TOWN OF POERTY

Kaufman County Voters



Sections 3.004, 3.006, 4.008, 85.004, 85.007, 201.054 Texas Election Code
11/2021

ORDER OF ELECTION FOR MUNICIPALITIES (ORDEN DE ELECCIÓN PARA MUNICIPIOS)

An election is hereby ordered to be held on 05 / 06 / 2023 for the purpose of voting on:

(date)
(Por la presente se ordena celebrar una elección el 05 / 06 / 2023 con el propósito de votar sobre.) (fecha)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

Mayor
(5) Five Council Members

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location (*sitio*)

Hours (*horas*)

Kaufman County Library, 3790 S. Houston Street, Kaufman, Texas 75142	Mon – Friday 8:00 a.m. to 5:00 p.m.
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Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Hours (*horas*)

	April (Abril) 24-28 Monday – Friday (Lunes a Viernes) 8:00 a.m. to 5:00 p.m.
Location (<i>sitio</i>)	
Terrell Sub Courthouse Training Center, 408 East College	Terrell, Texas 75160
Kemp Sub Courthouse, 103 N. Main Street	Kemp, Texas 75143
Crandall/Combine Community Center 500 W Lewis	Crandall, Texas 75114
Mabank City Hall, 129 Market St.	Mabank, Texas 75147
Kaufman County Library, Community Room, 3790 S. Houston, Street	Kaufman, Texas 75142
Forney Sub Courthouse, Court House, 200 E. Main	Forney, Texas 75126

Early voting by personal appearance will be conducted each weekend at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location (*sitio*)

Hours (*horas*)

	April (Abril) 29 th Saturday (Sabado) 8 a.m. to 5 p.m. April (Abril) 30 th Sunday (Domingo) 12 p.m. to 6 p.m.
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Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location (*sitio*)

Hours (*horas*)

Kaufman County Library, Community Room, 3790 S. Houston street,	Kaufman, TX 75142
Forney Sub Courthouse, Court House, 200 E. Main	Forney, Texas 75126
Terrell Sub Courthouse Training Center, 408 East College	Terrell, Texas 75160
Kemp Sub Courthouse, 103 N. Main Street	Kemp, Texas 75143
Crandall/Combine Community Center 500 W Lewis	Crandall, Texas 75114
Terrell sub courthouse 408 E. College Street	Terrell, Texas 75160

Applications for ballot by mail shall be mailed to:
 (*Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:*)

Tandi Smith, Election
Administrator

 Name of Early Voting Clerk
 (*Nombre del Secretario/a de la Votación Adelantada*)

___ P. O. Box 1347 _____ Address
 (*Dirección*)

___ Kaufman ___, Texas _____ 75142 _____
 City (*Ciudad*) Zip Code (*Código Postal*)

___ 469-376-4595 _____
 Telephone Number (*Número de teléfono*)

____elections@kaufmancounty.net____
____ Email Address (*Dirección de Correo
Electrónico*)

____www.kaufmancounty.net____
Early Voting Clerk's Website (*Sitio web del Secretario/a de Votación Adelantada*)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: (*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:*)

____04 / 25 / 2023____
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(*La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:*)

____04 / 25 / 2023____
(date)(fecha)

Issued this 13 day of February, 2023.
(day) (month) (year)

(Emitida este día _____ de _____, 20____.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

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(Firma del Concejal)

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Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma de Concejal)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.
Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

Address (Dirección)

City (Ciudad) Zip Code (Código Postal)

Telephone Number (Número de teléfono)

Email Address (Dirección de Correo Electrónico)

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Issued this _____ day of _____, 20____.
(day) (month) (year)

(Emitida este día _____ de _____, 20____.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

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May 6, 2023
Joint Election
Contract for Joint Election Services



May 6, 2023 Joint Election

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THE STATE OF TEXAS
KAUFMAN COUNTY

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JOINT CONTRACT FOR
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following **AS OF FEBRUARY 7, 2023:**

CITY OF COMBINE
CITY OF COTTONWOOD
CITY OF CRANDALL
CITY OF FORNEY
CITY OF HEATH
CITY OF KAUFMAN
CITY OF KEMP (Kaufman County Portion Only)
CITY OF MABANK (Kaufman County Portion Only)
CITY OF POST OAK
CITY OF ROSSER
CITY OF SEAGOVILLE (Kaufman County Portion Only)
CITY OF TALTY
CITY OF TERRELL
TOWN OF POETRY
CRANDALL ISD
FORNEY ISD
KAUFMAN ISD
KEMP ISD (Kaufman County Portion Only)
MABANK ISD (Kaufman County Portion Only)
ROCKWALL ISD (Kaufman County Portion Only)
SCURRY-ROSSER ISD
TERRELL ISD (Kaufman County Portion Only)
WILLS POINT ISD (Kaufman County Portion Only)
ABLES SPRINGS SPECIAL UTILITY DISTRICT
COLLEGE MOUND SPECIAL UTILITY DISTRICT
HIGH POINT SPECIAL UTILITY DISTRICT
KAUFMAN COUNTY EMERGENCY SERVICES DISTRICT 4
KAUFMAN COUNTY EMERGENCY SERVICES DISTRICT 6
KAUFMAN COUNTY EMERGENCY SERVICES DISTRICT 7
ROSE HILL SPECIAL UTILITY DISTRICT
TALTY SPECIAL UTILITY DISTRICT

hereinafter referred to as “Participating Political Subdivisions” and TANDI SMITH, Elections Administrator of Kaufman County, Texas, hereinafter referred to as "County Election Officer”, pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code, agree to the following particulars regarding



coordination, supervision and running of the May 6, 2023, Joint Election for the Joint Election Participants in Kaufman County.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station, and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment made by Commissioners' Court and/or the Elections Board. The County Election Officer will help determine the number of clerks to work at the polls. Election judges and early voting personnel shall be secured by the County Election Officer. The presiding election judge of each polling place will use his/her discretion to determine IF additional manpower is needed during peak voting hours and notify the County Election Officer.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined) Or, have completed a course on Election Laws and Procedures within the last 90 days.
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$15.00 per hour and clerks shall receive \$13.00 per hour for services. Each election day judge shall receive \$15.00 per hour for services rendered; each alternate judge shall receive \$13.00 per hour for services; and clerk shall receive \$13.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Central Counting Station and Outside Tabulation personnel shall receive \$20.00 per hour for services rendered and will receive compensation for no less than four (4) hours of pay regardless of the hours served. Each worker that attends training class shall receive compensation of a \$20 training stipend per election. Overtime will



be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)

- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 1. Equipment includes the rental of the DS200 voting machines (1 per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, and laptop computers.
 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, name tags, etc.
- C. The County Election Officer, Tandi Smith, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time periods and at the locations listed in Exhibit "A", attached, and incorporated by reference into this contract. Cities are required to have 2 days of 12-hour voting and those will be the last 2 days of early voting.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting locations within Kaufman County. Kaufman County Library,



3790 S. Houston St., Kaufman, Texas 75142 will serve as the Main Polling Location for this election.

- d. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Kaufman County Elections Department.
 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Tandi Smith, Early Voting Clerk, PO Box 1347, Kaufman, Texas 75142
or faxed to 972-932-1413- or email a scanned copy of signed application to elections@kaufmancounty.net. *(If faxed or emailed, then must receive original application within 4 days)*
Applications for ballot by mail must be received no later than close of business on Tuesday, April 25, 2023.
 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
 - g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.
- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, security and/or custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached, and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached, and incorporated by reference into this contract.
 - d. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Kaufman County.



- e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.
 - c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Kaufman County website (WWW.KAUFMANCOUNTY.NET). Provisional ballots will be tabulated after election night in accordance with law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 2. The Participating Political Subdivisions can obtain the list of registered voters (Combination Forms) from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
 - f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.



- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance with the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 6, 2023, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Friday, February 24, 2023.
 2. Exhibit “D” is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 3. The Participating Political Subdivisions shall approve the "ballot proof" prior to printing. Kaufman County will not be responsible for the costs of any corrections to a ballot once approved by the Participating Political Subdivision.
- D. The Participating Political Subdivisions shall post the publication of the “Election Order” and “Election Notice” by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I Part F of this contract)



- E. The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision will have until February 8, 2023, to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.
- F. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- G. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 75% of the estimated cost to run the said election. No Participating Political Subdivisions deposit shall be less than \$550.00. **Deposits are due no later than Friday, March 6, 2023.** The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.
The Deposit and signed contract should be delivered within the mandatory time frame to:

**Kaufman County Elections Department
Attn. Tandi Smith, Election Administrator
PO Box 1347
Kaufman, Texas 75142**

Deposits shall be made payable to: "Kaufman County Elections" with the note "for Joint Election Services 2023" included with check documentation.

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. **Any special request made by a Participating Political Subdivision are considered an exceptional cost and will be charged directly to that Political Subdivision.** No participating entity shall be billed less than a minimum expense of \$500.00 for the conduct of their election.
- B. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on June 10, 2023 (subject to change), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.



- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has formally approved it.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Kaufman County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract. Joint Election Contract is authorized by the Texas Election Code Chapter 271.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Kaufman County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Kaufman County Elections Administrator and the Commissioners Court of Kaufman County that the health and safety of the Kaufman County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Kaufman County Elections Administrator and Commissioners Court of Kaufman County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Kaufman County elects not to handle the election of a local subdivision due



to health and safety concerns, then Kaufman County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.

- I. Payments under this ILA shall be made from current revenues available.
- J. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.

WITNESS BY MY HAND THIS THE 7th DAY OF FEBRUARY 2023:

A handwritten signature in blue ink that reads "Tandi Smith".

Tandi Smith, CERA, CPL, REO
Elections Administrator
Kaufman County, Texas

Political Subdivision:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2023.

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed

THE STATE OF TEXAS

COUNTY OF HUNT

Election Services Contract

CONTRACT FOR ELECTION SERVICES BETWEEN THE HUNT COUNTY ELECTIONS ADMINISTRATOR OFFICE AND THE CITY OF CADDO MILLS, CITY OF CAMPBELL, CITY OF CELESTE, CITY OF FARMERSVILLE, CITY OF GREENVILLE, CITY OF HAWK COVE, CITY OF JOSEPHINE, CITY OF LONE OAK, CITY OF QUINLAN, CITY OF ROYSE CITY, CITY OF UNION VALLEY, CITY OF WEST TAWAKONI, CITY OF WOLFE CITY, TOWN OF NEYLANDVILLE, TOWN OF POETRY, BLAND ISD, BOLES ISD, CADDO MILLS ISD, CAMPBELL ISD, CELESTE ISD, COMMUNITY ISD, COOPER ISD, CUMBY ISD, GREENVILLE ISD, LEONARD ISD, LONE OAK ISD, QUINLAN ISD, ROYSE CITY ISD, TERRELL ISD, WOLFE CITY ISD, CADDO BASIN SUD, CASH SUD, COMBINED CONSUMERS SUD, HICKORY CREEK SUD, SHADY GROVE WATER AND HUNT MEMORIAL HOSPITAL DISTRICT.

THIS CONTRACT made by and between Hunt County, Texas, acting by and through Jeannie Ash, Hunt County Elections Administrator, hereinafter referred to as the "Elections Administrator" and the CITY OF CADDO MILLS, CITY OF CAMPBELL, CITY OF CELESTE, CITY OF FARMERSVILLE, CITY OF GREENVILLE, CITY OF HAWK COVE, CITY OF JOSEPHINE, CITY OF LONE OAK, CITY OF QUINLAN, CITY OF UNION VALLEY, CITY OF WEST TAWAKONI, CITY OF WOLFE CITY, TOWN OF NEYLANDVILLE, TOWN OF POETRY, BLAND ISD, BOLES ISD, CADDO MILLS ISD, CAMPBELL ISD, CELESTE ISD, COMMUNITY ISD, COOPER ISD, CUMBY ISD, GREENVILLE ISD, LEONARD ISD, LONE OAK ISD, QUINLAN ISD, ROYSE CITY ISD, TERRELL ISD, WOLFE CITY ISD, CADDO BASIN SUD, CASH SUD, COMBINED CONSUMERS SUD, HICKORY CREEK SUD, MACBEE SUD, SHADY GROVE WATER AND HUNT MEMORIAL HOSPITAL DISTRICT, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's Jurisdiction Election on May 6, 2023.

RECITALS

The Entity is holding an election for the purpose of selection of certain elected officers of the Entity and any propositions noted at the expense of the Entity on May 6, 2023.

The election precincts of the Entity, which lie within the jurisdictional limits of Hunt County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns an electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Hunt County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules 3.9d regulations, including, without limitations, those functions set forth in Exhibit A1. The Entity agrees to pay Hunt County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Hunt County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election including, without limitation, those functions reserved to the Entity and set forth in Exhibit A2 and any functions which cannot be lawfully delegated to the Hunt County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinions it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Hunt County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity 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 its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity. The Entity shall provide a copy of its election order and notice to the Hunt County Elections Administrator not later than sixty (60) days before the election, as provided for by Section 4.008 of the Texas Election Code.

The Entity shall be responsible for making the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Hunt County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHE ELECTION PERSONNEL

Hunt County shall be responsible for the initial selection of the presiding election judges and

alternate election judges for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator 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 Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange 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 (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him of his appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

Each Presiding Election Judge and Election Clerk will receive \$15 per hour for a maximum of 15 hours. The Presiding Election Judge or Election Clerk will receive an additional \$25 as flat-rate compensation for delivering election returns and supplies to the Hunt County Elections Administrator's Office after the polls close. Election judges, alternate judges and clerks will receive \$60 for attending the election school.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Hunt County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Hunt County or the Entity.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps and other materials used by the election workers at the Early Voting and Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks, without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days as determined by the Election Administrator. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

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. Requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the Elections Administrator's Office.

Pursuant to Section 84.007 (b) of the Texas Election Code, as the Early Voting Clerk, the Elections Administrator shall also accept submission of applications for ballot by mail by electronic submission. Persons wishing to apply by electronic transmission must email their scanned application containing an original signature to the following address: jash@huntcounty.net

The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. A contracting Entity shall not be liable to any third party by default of the Elections Administrator's Office in connection with holding the election, including failure by Hunt County or its Elections Administrator's Office to pay for services, supplies and voting locations for this election.

The Elections Administrator's Office will set the dates for early voting to be:

Monday, April 24th – Tuesday, May 2nd (excluding weekends)

Dates and Times:

Monday, April 24th – Friday, April 28th from 8:00 am – 5:00 pm

Extended hours: Monday, May 1st and Tuesday, May 2nd from 7:00 am – 7:00 pm

If a run-off is required by any contracting Entity that election date will be:

Saturday, June 17th, 2023 from 7 am – 7:00 pm

Dates and Times:

Early Voting will be held Monday, June 5th – Tuesday, June 13th (excluding weekends)

Monday, June 5th – Friday, June 9th from 8:00 am – 5:00 pm

Extended hours: Monday, June 12th and Tuesday, June 13th from 7:00 am – 7:00 pm

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Entity's

election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator 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 Contract.

The Entity hereby appoints the following central counting station officials in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Jeannie Ash, Elections Administrator
Tabulation Supervisor:	Brenda Weston
Presiding Judge:	Larry Mayo

The Elections Administrator or her representative shall deliver timely cumulative reports of the election results as precincts report to the Central Counting Station and are tabulated. The Election Administrator shall be responsible for providing cumulative totals and precinct returns from the election to the Entity, prior to releasing the information to the candidates, press, or general public, by distribution of hard copies at the Central Counting Station or electronic transmittals by facsimile (when so requested.)

IX. ELECTION RESULTS

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated, but in no event later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator 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 Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

X. ELECTION EXPENSE AND ALLOCATION OF COSTS

The Entity agrees to reimburse Hunt County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Hunt County for overtime wages and benefits paid to the permanent employees of The Elections Administrator for Contractual duties performed outside the normal business hours of Hunt County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Hunt County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code. The fee may not be less than \$75.00.

XI. TERMINATION

The Elections Administrator's Office and each contracting Entity each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of the notice. In no case will a contract be terminated less than sixty (60) days prior to an election or after receipt of the below mentioned partial payment as discussed in paragraph XVIII.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.043 of the Texas Election Code.

Access to the election records shall be available to the Entity 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 shall be stored at the offices of the Elections Administrator, who 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 shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation, or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the record's destruction.

XIV. SPECIAL ELECTIONS

The Entity understands and agrees that the cost estimates provided within this contract are for the Entity's general election and that any special election(s) called may increase the cost of the election.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of the Entity performing

the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XVI. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act and any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Hunt County, Texas from any resulting liability, whether civil or criminal.

XVII. MISCELLANEOUS PROVISIONS

- (37030) It is understood that to the extent space is available, that other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- (37031) The Elections Administrator shall file copies of this document with the Hunt County Treasurer and the Hunt County Auditor in accordance with Section 31.099 of the Texas Elections Code.
- (37032) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials, and employees. If it is determined that the actions of the Entity resulted in legal action against Hunt County or the Hunt County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Count, the Election Administrator or another Entity participating in the election has precipitated such legal action.
- (37033) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity 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.
- (37034) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

(37035) In the event one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(37036) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

(37037) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(37038) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XVIII. COST ESTIMATES AND DEPOSIT OF FUNDS

The estimated cost for such services will be computed by the Elections Administrator and delivered to each contracting Entity within sixty (60) days prior to the election. Each contracting Entity shall pay the Elections Administrator twenty-five (25) percent of the total cost within ten (10) days after ordering the election, and no more than forty-five (45) days prior to the election, as partial payment for contract election services. After the date of the election and completion of all duties required by the Elections Administrator, the Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill each contracting Entity, as applicable, such sum. Each contracting Entity shall be responsible for paying this amount within thirty (30) days from the date of billing. It is **understood by the Entity that the actual expenses for this election may exceed the estimate. It is further understood by the Entity that this estimate is based on the participation of other Entities in this election. If one or more of these other Entities chooses not to participate, or if they cancel their election as allowed by law, their share of the total election expenses will be distributed among the other participating Entities.** In the event that the Entity disputes any portion of the charges, fees or costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

XIX. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this agreement may be modified once a year, upon agreement of both the Elections Office and each contracting Entity.

Signatures of the Elections Office Administrator and the Entity Official on the modified costs shall evidence such modification.

XX. JOINT ELECTIONS

Each contracting Entity agrees to jointly hold an election, if necessary, with another contracting Entity such as City, School, Hospital, etc.

XXI. EXPRESS AUTHORITY REPRESENTED

Each person signing below acknowledges their signature as acting on behalf of the Entity they represent.

XXII. WITHDRAWAL

If a contracting Entity certifies their election in accordance with §2.051, 2.052, and 2.053 of the Texas Election Code, they may withdraw from this contract by informing the Elections Office in writing.

EXHIBIT AI

Functions Delegated to the Hunt County Elections Administrator

1. Arrange for the notification, including writs of Election, training, and compensation for all presiding judges and alternate judges.
2. Provide training of all election workers and personnel.
3. Provide training materials for each election worker.
4. The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.
5. Arrange for the use and compensation of polling locations.
6. Pay cost of election judges and clerks: Each election judge and clerk will receive \$15 per hour (for a maximum of 15 hours). The election judge or his designated clerk will receive an additional \$25 for delivering election returns and supplies to the Elections Administrator's Office after the polls close. Election judges, alternate judges and clerks will receive \$60 for attending the election school. (See attached Estimated Costs for Election).
7. Procure, prepare, proof, and distribute ballots. (See attached Estimated Costs for Election).
8. Procure, prepare, and distribute election judge kits. (See attached Estimated Costs for Election).
9. Prepare the list of registered voters to be used in conducting the election at no cost.
10. Conduct the testing of the electronic tabulation equipment if this equipment will be used.
11. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. (See attached Estimated Costs for Election).
12. Provide at no cost for the storage of election records as provided by law.
13. Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which each contracting Jurisdiction, as applicable, is to reimburse the Elections Office for payment.
14. Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks. (See attached Estimated Costs for Elections).
15. All requests for early voting ballots by mail that are received by each contracting Jurisdiction will be transported by the Jurisdiction on the day of receipt to the Elections Office for processing. Persons voting by mail will send their marked ballots to the Elections Office. (See attached Estimated Costs for Election).
16. An Early Voting Ballot Board appointed by the Elections Office will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Elections).
17. Hire and train early voting ballot board central count personnel.
18. The Elections Office will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. A contracting Jurisdiction shall not be liable to any third parties by default of the Elections Office in connection with holding the election, including failure by Hunt County or its Elections Office to pay for services, supplies and voting locations for this election.
19. Set the dates required by Entities to be open for two (2) twelve-hour days during early voting, which will benefit the other contracting Jurisdictions for hours available for early vote.
20. The Elections Office will be responsible for delivering and picking up voting equipment.
21. The Elections Office will be responsible for the handling of mail in ballots.
22. The Elections Office will be responsible for tabulating votes.

23. The Elections Office will be responsible for programming ballots.
24. The Elections Office will be responsible for providing phone bank workers (early voting and Election Day).
25. The Elections Office will assist with the translations of orders, notices, and submissions (entities will be charged actual cost).
26. The Elections Office will be responsible for programming and predefining Early Voting and Election Day equipment.
27. The Elections Office will be responsible for Logic and Accuracy Testing.
28. The Elections Office will be responsible for Public Testing.
29. The Elections Office will be responsible for compiling and mailing writs and orders of the election to the Presiding Judge and Alternate Judge of each precinct.
30. The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted and will provide a report to each Jurisdiction as soon as possible after all returns have been tabulated either by e-mail or by phone, as agreed by each Jurisdiction. Each Jurisdiction will be responsible for the official canvass of its elections. (See attached Estimated Costs for Election).

EXHIBIT A2

Functions Reserved to the Entity.

1. Accept valid applications.
2. Will provide Candidate Names and/or and Measures for ballot.
3. Will provide order of Candidates and/or Measures.
4. Translate ballot unless entity ask for assistance.
5. Will provide an ADA compliant facility.
6. Will publish all legal notices and documents that are required by law in English and Spanish.
7. Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
8. Posting or publication of election notices.
9. Deliver the names of the candidates, candidate order, and official wording and spelling that is to be used for the ballot as soon as possible, but no later than the day after closing of candidate filing deadline, after the order of the ballot is determined during a drawing to be held by the Entity.
10. Pay any additional costs incurred by the Elections Office if a recount for the election is required, or the election is contested in any manner by a contracting Jurisdiction as applicable.
11. Provide services as listed in Sec. 31.096 of the Texas ElectionCode. (Accept applications from candidates).
12. Provide to the Elections Office a copy of the election notices and orders and any Department of Justice submissions.
13. Provide to the Secretary of State a precinct-by-precinct report of the election returns in an electronic format.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement this ____ day of _____, 2023.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Caddo Mills, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Campbell, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Celeste, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Greenville, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Hawk Cove, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Josephine, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Lone Oak, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Quinlan, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Royse City, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Union Valley, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of West Tawakoni, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Wolfe City, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, Town of Neylandville

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, Town of Poetry

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Bland I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Boles Home I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Caddo Mills I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Campbell I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Celeste I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, , Community I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Cooper I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Cumby I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Greenville I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, City of Leonard I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Lone Oak, I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Quinlan I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Royse City I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Terrell I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Wolfe City I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Caddo Basin S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Cash S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board Pres., Combined Consumers S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Hickory Creek S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Shady Grove Water
Supply Corporation

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

CEO, Hunt Memorial Hospital Dist.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement
this ____ day of _____, 2023.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Farmersville, TX

HERESA (T) RITA SCHOLANDER

HOMEOWNERS ASSOCIATION MANAGER/ EXECUTIVE ASSISTANT/ACCOUNTANT/FINANCE/PERSONAL ASSISTANT

QuickBooks Pro – Microsoft Office – Highly Organized and experienced in Time Management – Office Manager – Supervisor – VP Finance – Accountant - Executive Assistant – Personal Assistant to CEO's family / personal finances – Financial Operating Reports/ Employer Tax 940 & 941/Bank Reconciliation/ Patent Annuities and Renewals
Appointment Scheduling –Domestic and International Travel Arrangements - CEO/Managing Partners Executive Calendar - Meeting Coordination - Document Creation - Travel and Expense Reports - High Volume Phone calls - Special Projects - Corporate and Personal Financial Management-Strong QuickBooks Pro Skills

Dependable Professional with 20 plus years experience as VP of Finance and Accountant roles.

Nine years of experience in providing effective and comprehensive support to senior executives including President and CEO.

Possesses a highest degree of integrity, supported by a flawless record of maintaining confidentiality.

Adaptable to changing situations and flexible about working overtime - able to handle a very high stress and face pace working environment. As a personal assistant also provided personal support for the executive and his/her family.

HIGHLIGHTS

- | | | |
|--------------------------------|------------------------------|----------------------------------|
| ✓ Microsoft Office proficiency | ✓ QuickBooks Pro | ✓ Meticulous attention to detail |
| ✓ Business correspondence | ✓ Financial Reporting | ✓ Professional and mature |
| ✓ Customer service-oriented | ✓ Highly Organized | ✓ Travel administration |
| ✓ Notary Public License/Bonded | ✓ Proper phone etiquette | ✓ Works well under pressure |
| | ✓ Articulate and well-spoken | ✓ Software C3 HOA |

EXPERIENCE

CLCA Chandlers Landing Community Assc.

Aug. 2017 to March 2022

HomeOwner Association Manager, Accounting Manager for HOA and F&B Accounting Manager for The Yacht Club @ Chandlers Landing.

Responsible for the management and support of the community and its Board of Directors (BOD) daily operations. Regular interaction with and support of BOD members, homeowners, vendors, and contractors. Prepare, attend and post monthly board meetings. Prepare review with BOD and post Annual Budget hearing. Prepare and facilitate Annual BOD elections as defined by CLCA's Governing Documents. Following closely to any Texas Legislative annual rulings that affect HOA daily, monthly and annually operations. Responsible for maintaining and budgeting communities' common areas, parks, ponds, streets, buildings, tennis courts, and swimming pools. Work closely with the maintenance director to address any issues or budgeting needs. Maintain proper accounting practices. Coordinate and schedule annual audits. Support The Yacht Club with proper daily, monthly and annual F&B Accounting and financials. QBO online software. Prepare bank reconciliations for all accounts both HOA and TYC monthly.

THEI - Ted Hoisington IT company - retired

Feb. 2015 to Aug 2017

Office Manager

Maintain a professional business office. Recruitment, interview, hiring qualified candidates and release of employees. Daily operations reviewing and preparing quotes in a timely manner for all bid requests of the team. Prepare biweekly payroll. Develop new sales strategies and leads. Developing relationships with customers.

Validus International, LLC – Dallas, TX

July 2005 to January 2015

Executive Assistant / Personal Assistant/ VP Finance/Office Manager

Oil & Gas R&D Company

Company Filed Bankruptcy 4/2013 moved into Chapter 11 Liquidation January 2015

Letter of Recommendation from CEO

Accounting Responsibilities:

- Patents and Annuity Renewals - Both Foreign and Domestic
- Trademarks
- Accounts Payable and Receivable
- Payroll
- Office Management
- Bank Reconciliations
- Corporate Finance

[REDACTED]

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- Year End Reports
- K1's, 1099's, W2's, and other related Accounting Functions
- Microsoft Office, QuickBooks Pro, Outlook, PowerPoint

Administrative Support Responsibilities:

- Arranged appropriate travel, visas, agendas, necessary contacts and country information. Scheduled Board of Directors meetings and assisted with meeting materials and agendas.
- Maintained and coordinated executive and senior management vacation, day-to-day meeting and travel schedules.
- Served as a professional representative of the CEO to executive clients, investors and board members. Provided logistical support to visiting executives in coordination with other Executive Assistants. Handled and distributed all incoming and outgoing mail.
- Developing relationships with Vendors, Subcontractors, Patent and Technology Inventor, Testing Facility Personnel and Outside Consultants
- Created and maintained computer- and paper-based filing and organization systems for records, reports and documents.
- Open, read, and respond to routine letters.
- Served as a liaison between company president, Validus Investors and new business.
- Approved travel expenses and reimbursement requests.
- Provided Corporate and Personal Financial Management for President and CEO.
- Managed President and CEO's Family Household Repairs, Purchases, Banking, Personal Filing, Travel, Scheduling, Appointments, Dining.
- Assisted and arranged relocation for President & CEO's children through high school and college and into adulthood.

EDUCATION

R L Turner High School - Farmers Branch, TX
High School Diploma