

**ELECTION AGREEMENT BETWEEN MILLS COUNTY AND GOLDTHWAITE CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

THE STATE OF TEXAS)(

COUNTY OF MILLS)(

THIS AGREEMENT is made and entered into by and between Goldthwaite Consolidated Independent School District, (Hereinafter referred to as the “School”) and Mills County Texas (hereinafter referred to as the “County”).

RECITALS

WHEREAS, the Goldthwaite Consolidated Independent School District has called an election to be held on May 4, 2024; and

WHEREAS, the boundary lines of Precinct 1, 2, 4, 8, 9, and 11 of the County are within the boundary lines of such voting precincts of the School; and

WHEREAS, the County’s Voting System has been duly approved by the Secretary of State pursuant to Texas Election Code Ann. §122.031-122.039, §122.061, §122.091, as amended and duly approved by the United States Justice Department for use in Mills County pursuant to the Voting Rights Act of 1965 (hereinafter “Voting System”); and

WHEREAS, the School desires to use the County’s Voting System in its election and agrees to compensate the County for such use and other expenses connected with such election in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

WHEREAS, the County desires to provide certain election services to the School for its election to be held on May 4, 2024; NOW THEREFORE,

TERMS

In consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

The fair and reasonable compensation for use of the County’s Voting System, equipment, supplies and staff and for other services provided for administration of the election is detailed in the itemized list of estimated election expenses under Exhibit A, attached hereto and by reference made a part hereof. The School agrees to pay all of the costs for the use of the Voting System, equipment, and administrative costs for the May 4, 2024, Election held by the School in Precincts 1, 2, 4, 8, 9, and 11 in accordance with the terms of this Agreement or pay in accordance to the number of participating entities at the precinct.

II.

The fair and reasonable value of the general overall supervision and advisory services of the County in connection with decisions to be made and actions to be taken by officers of the School is ten percent (10%) of the total amount of the Agreement for the School, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The School agrees to pay the County this ten percent (10%) fee for

advisory services shall be deposited in a separate fund in the County treasury, in accordance with Texas Election Code Ann. § 31.100, as amended.

III.

In the event the School's May 4, 2024 Election is enjoined or canceled, or if for any reason whatsoever the School shall decide not to proceed with its May 4, 2024 Election, the School agrees that it shall be responsible for any costs and expenses incurred by the County up to the cancellation date or the minimum cost, whichever is greater.

VI.

Unless otherwise expressly provided herein, the School agrees to do all things that may be required of it in connection with the May 4, 2024 Election. The School is responsible for the preparation of election orders, resolutions, notices, ballots and other pertinent documents for adoption or execution by the appropriate officer of the School with regard to the May 4, 2024 Election, and the County shall have no responsibility or duty in connection with such preparations by the School.

The School agrees to return the County's election equipment undamaged and in good working order at the conclusion of the May 4, 2024 Election (or say by May 5, 2024). If the equipment is damaged or not in good working order following the May 4 Election, School agrees to pay Hart Intercivic the cost of repair or replacement of any such equipment.

This instrument constitutes the entire agreement between the parties for the use of voting equipment and election expenses in connection with the May 4, 2024 Election. Any oral or written representations of modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions will be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein.


This Agreement will be executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.

EXECUTED on this the 19 day of march, 2024.

MILLS COUNTY

GOLDTHWAITE CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT


Jett Johnson
Mills County Judge


Ronnie Wright
Superintendent, Goldthwaite
Consolidated ISD

Date: 3/25/24

Date: 3/19/24

ATTEST:

ATTEST:


Sonya Scott
Mills County Clerk

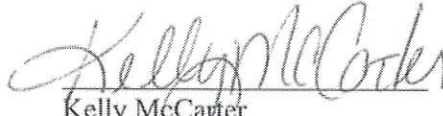

Kelly McCarter
Goldthwaite Consolidated ISD



EXHIBIT A

2024 Election Equipment Rental Prices

Mills County Clerk
Sonya Scott
325-648-2711

Hart Verity System

Prices based on per event
(Early voting and Election Day will be counted as separate events)

Verity Scan \$300.00

Verity Touch Writer w/ Access \$300.00

Administration Fee 10% of total invoice