

**ELECTION SERVICES CONTRACT (“Election Services Contract” or “Contract”)  
BETWEEN THE DALLAS COUNTY ELECTIONS ADMINISTRATOR**

**AND**

**City of Balch Springs (COBS)  
City of Cedar Hill (COCH)  
City of Cockrell Hill (COckH)  
City of Combine (COCb)  
City of Dallas (COD)  
City of DeSoto (CODE)  
City of Duncanville (CODu)  
City of Farmers Branch (COFB)  
City of Garland (COG)  
City of Grand Prairie (COGP)  
City of Hutchins (COH)  
City of Irving (COI)  
City of Lancaster (COL)  
City of Lewisville (COLe)  
City of Richardson (COR)  
City of Rowlett (CORo)  
City of Sachse (COSa)  
City of Seagoville (COS)  
City of Wilmer (COW)  
City of Wylie (COWy)  
Carrollton-Farmers Branch ISD (CFBISD)  
Cedar Hill ISD (CHISD)  
Coppell ISD (CpISD)  
Dallas ISD (DISD)  
DeSoto ISD (DeISD)  
Duncanville ISD(DUISD)  
Ferris ISD  
Garland ISD (GISD)  
Grand Prairie ISD (GPISD)  
Highland Park ISD (HPISD)  
Lancaster ISD (LISD)  
Mesquite ISD (MISD)  
Richardson ISD (RISD)  
Sunnyvale ISD  
Town of Addison (TOA)  
Town of Highland Park (TOHP)  
Town of Sunnyvale (TOS)  
Lancaster Municipal Utility District 1 (LMUD1)  
Northwest Dallas County Flood Control District 1 (NWDCFC1)  
(Collectively, “Participating Political Subdivision(s)”)**

**FOR THE CONDUCT OF JOINT ELECTION  
TO BE HELD SATURDAY, MAY 3, 2025  
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

**1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT**

- a) Heider Garcia is the duly appointed County Elections Administrator (“Elections Administrator”) of Dallas County, Texas (“County”) and the Department Head of the Dallas County Elections Department (“DCED”). As such, Heider Garcia is the County’s Voter Registrar and the Election Officer of Dallas County, Texas, and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code to enter into this Election Services Contract (“Election Services Contract” or “Contract”) with the contracting authorities of the Participating Political Subdivisions listed in “**Attachment E**” of this Election Services Contract. DCED acts at the direction of the Elections Administrator. **The Elections Administrator, DCED, and the Participating Political Subdivisions together may be referred to collectively as “Parties” or individually as “Party.”**
- b) The Participating Political Subdivisions are hereby participating with each other in this **Joint Election to be held in Dallas County, Texas on Saturday, May 3, 2025**, under Chapter 271 of Title 16 of the Texas Election Code (“Joint Election”); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint Election unless otherwise agreed in writing.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093 and 31.098, the Elections Administrator may enter a contract to furnish the election services requested within this Election Services Contract.
- d) Pursuant to Texas Election Code Section 2.025 and Texas Secretary of State Election Advisory No. 2024-38, if a runoff election is necessary, the date of the runoff for this Joint Election would be **Saturday, June 7, 2025 (“Joint Runoff Election”)**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff

Election unless a Participating Political Subdivision states in writing **on or before Friday, May 16, 2025**, that it does not wish to participate in a Joint Runoff Election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost based on the formula in Section 10(b), and such estimated costs will be paid in accordance with Section 10(e) (“Joint Runoff Fees”). Early voting polling place(s) and vote centers for any runoff will be established in accordance with Texas Election Code §§ 43.004 and 43.007.

- e) Joint Runoff Fees will be deposited into a special and separate Joint Runoff Election account. The Joint Runoff Fees must be deposited by the Participating Political Subdivisions that are participating in the Joint Runoff Election within seven (7) days after DCED provides unofficial results of the Joint Election to the Participating Political Subdivisions.
  - f) In the event of a recount and upon a Participating Political Subdivision’s written request, the DCED will provide assistance for a recount to the extent permitted and in accordance with Title 13 of the Texas Election Code (“Recount(s)”). The Participating Political Subdivisions requesting a Recount shall deposit with DCED the deposit received by the candidate requesting the Recount. DCED will bill each requesting Participating Political Subdivision for providing assistance for any Recounts, and such costs will be in accordance with the allowable costs under the Texas Election Code (“Recount Fees”). Recount Fees will be paid by the requesting Participating Political Subdivisions in accordance with Section 10 (e).
- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
- a) **“Attachment A”** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend “Attachment A” to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
  - b) **“Attachment B”** is a list of the early voting polling places for this Joint Election. (“early voting vote center(s), or “early voting polling place(s)”
  - c) **“Attachment C”** is a list of the Election Day Countywide polling places (“vote center(s)”) for this Joint Election.
  - d) **“Attachment D”** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election..
  - e) **“Attachment E”** is a list of the Participating Political Subdivisions that will be holding

elections in Dallas County election precincts and sub-precincts and the number of registered voters in each of those election precincts or sub-precincts. "Attachment E" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment E" will be amended to reflect the number of registered voters in each election precinct and sub-precinct as of the statutory deadline of **April 3, 2025**, for voters to submit applications to register to vote or changes of address in this Joint Election.

- f) "**Attachment F**" will contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.
- g) Notwithstanding Section 18, if any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the attachment by email to the email address provided by each Participating Political Subdivision in "**Attachment F**". Such amended attachments will be emailed no later than before the start of early voting by personal appearance. If any amendments of any attachments are necessary after the start of early voting by personal appearance, such amended attachments will be emailed no later than five (5) calendar days after Election Day.

### 3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Any orders, resolutions, notices, or other documents that are required to be posted to the County's website shall be provided by each Participating Political Subdivision to the Elections Administrator at least three (3) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents shall be posted to the County's website as directed by the Participating Political Subdivisions. Any orders, resolutions, notices, or other documents that are required to be posted at an early voting or election day vote center shall be provided by each Participating Political Subdivision to the Elections Administrator at least seven (7) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents will be provided to each election judge or clerk for posting. **The Elections Administrator and DCED are not responsible for the proper posting or verification of posting of any required notice, order, resolution, or other documents at any early voting or election day vote center. The election judge, clerk, or their designee, at each early voting or election day vote center will be responsible for the posting of any such notice, order, resolution, or other documents.** Such documents can be sent to the attention of:

**Heider Garcia  
Elections Administrator  
1520 Round Table Drive,  
Dallas, Texas 75247;**

or, emailed to

[DCECommunications@dallascounty.org](mailto:DCECommunications@dallascounty.org)

**With a copy sent to Heider.Garcia@dallascounty.org on all communications related to legal documents and questions regarding this election.**

- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish and Vietnamese languages.

#### 4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices (“BMD(s)”), and the ES&S DS200 Digital Vote Center Scanner (“Tabulators”). Each of these systems are accessible to voters with physical disabilities. **On March 17, 2025, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing.
- b) The Elections Administrator will provide Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting equipment to the vote centers in amounts reasonably sufficient for the anticipated turnout of voters.
- c) The itemized list of the estimated election expenses for this Joint Election are in **“Attachment A,”** which includes, but may not be limited to the number of Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment.

#### 5) POLLING PLACES/VOTE CENTERS

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting vote centers listed in **“Attachment B”** and the Election Day vote centers listed in **“Attachment C”**. Early voting polling places and vote centers identified in Attachments “B” and “C” cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. Any changes to vote centers are subject to the procedures outlined in Section 43.007 of the Texas Election Code. The Elections Administrator will finalize the vote centers as soon as possible before this Joint Election, amend “Attachment B” and “Attachment C” accordingly and send each Participating Political Subdivision the amended “Attachment B” or “Attachment C” in accordance with Section 2(g).

- b) Whenever possible, previously used vote centers that voters are accustomed to using will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used vote centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all vote centers in this Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each vote center of the four nearest vote centers by driving distance. The Elections Administrator shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

**6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL**

- a) In accordance with Section 32.005 of the Texas Election Code, the Participating Political Subdivisions are responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment D" for each vote center listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83. Approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment by the Participating Political Subdivisions of the presiding election judges and alternate election judges listed in "Attachment D" and as amended in accordance with this Contract. The alternate presiding judge shall serve as presiding judge for an election if the regularly appointed presiding judge cannot serve. The Elections Administrator will be responsible for the administration of the election judges listed in "Attachment D".
- b) In accordance with Section 32.007 of the Texas Election Code, if both the presiding election judge and alternate election judge are ineligible, unable, or unwilling to serve in this Joint Election, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Election Administrator will name a replacement presiding election judge or alternate election judge, amend "Attachment D" accordingly, and send each Participating Political Subdivision the amended "Attachment D" in accordance with Section 2(g).
- c) If amendments to "Attachment D" are necessary due to a presiding election judge or an alternate election judge vacancy that is created before the emergency appointment period begins, then the Elections Administrator will name a replacement presiding election judge or alternate election judge, amend "Attachment D" accordingly, and send each Participating Political Subdivision the amended "Attachment D" in accordance with Section 2(g).
- d) The Elections Administrator will provide county training programs and applicable notice of such training programs, in accordance with Section 32.114 of the Texas Election Code, for all presiding election judges, alternate election judges, and election clerks for this Joint Election. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.

- e) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an in-person training class which includes information regarding recent law changes, court rulings, Voter ID laws, poll watcher rules, election equipment, and election procedures. New judges and election clerks must attend an in-person training class.
- f) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes for both Early Voting and Election Day workers.
- g) To comply with the Federal Voting Rights Act of 1965, as amended, vote centers are required to have interpreter assistance. If a presiding election judge of such a vote center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a vote center, the Elections Administrator will notify the Participating Political Subdivision in which the vote center is located and request assistance in identifying an interpreter. If a bilingual election clerk is hired by the Elections Administrator for a vote center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.
- h) The Elections Administrator will notify all presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to ensure that all presiding election judges, and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each vote center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the vote center served by the presiding election judge on Election Day.
- i) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "**Attachment A.**"

- j) Any Participating Political Subdivision electing to pay their election workers for attending a training class must bear that expense separately from the funds deposited into this Joint Election account.
- k) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies, assistance, and equipment, during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

**7) SUPPLIES AND PRINTING**

- a) The Elections Administrator will obtain and distribute all election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the vote centers.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections no later than **February 25, 2025**. The list must be in English, Spanish, and Vietnamese. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all the propositions. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed list to the Elections Administrator. The Elections Administrator will use the lists received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

**8) OPTICAL SCAN CARD BALLOTS**

- a) The Elections Administrator will supply a sufficient number of ballots to ensure that there will be more than enough ballots for the Joint Election.

**9) RETURNS OF ELECTIONS**

- a) Pursuant to Section 127.001 of the Texas Election Code, the Participating Political Subdivisions will establish a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code. As such, the Participating Political Subdivisions authorize the establishment of a central counting station at the Dallas County Elections Department to be managed and operated by the personnel listed in this section in accordance with this Contract and Chapter 127 of the



Texas Election Code.

- b) The Participating Political Subdivisions hereby, in accordance with Sections 127.002, 127.003, and 127.004 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager: **Heider Garcia,**  
Dallas County Elections Administrator

Tabulation Supervisor: **Danielle Grant,**  
Central Count Station Manager

Assistant Tabulation Supervisor: **Angelica Munoz,**  
Central Count Station Lead Clerk

Assistant Tabulation Supervisor: **Michelle Lee,**  
Central Count Station Lead Clerk

The Participating Political Subdivisions hereby, in accordance with Sections 127.005 of the Texas Election Code, appoint the following central counting station officials:

Presiding Judge: **Brylon Franklin,**  
Appointed by the Participating Entities

Alternate Presiding Judge: **Veree Hawkins Brown,**  
Appointed by the Participating Entities

The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the central counting station.

- c) The Central Count Station Manager or their representative will deliver timely, cumulative reports of the Joint Election results as vote centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and vote center election returns from the Joint Election to the Participating Political Subdivisions, candidates, press, and the public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247.**
- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after the results from all vote centers have been counted and will email a copy of the unofficial canvass to

each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but no later than **May 12, 2025**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.

- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

#### 10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "**Attachment A**." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, an incorrect submission of ballot language by the Participating Political Subdivision, or the failure of a Participating Political Subdivision to submit their final ballot language, then the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots including expenses for expedited services and "**Attachment A**" will be amended by the Election Administrator. Any additional expenses, including but not limited to, additional early voting polling places and/or election day vote centers, that are ordered by a court of competent jurisdiction, shall be paid for by the Participating Political Subdivisions using the same formula listed in Section 10(b).
- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the total cost of the Joint Election multiplied by the Participating Political Subdivision's percentage of the total current, and active registered voters for the Joint Election ("Election Cost(s)"). Any special request(s) for additional vote center(s), early voting polling place(s), supplies, personnel, or equipment beyond what is allocated and anticipated for the Joint Election will be billed separately as additional costs ("Special Request Fee(s)"). Special Request Fees will be paid by the Participating Political Subdivision making the request. If the special request(s) is agreed to by all Participating Political Subdivisions and stated in this Election Services Contract, then the fees for the special request(s) will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs. A Special Request Fee will not be assessed against a Participating Political Subdivision who requests an early voting polling place within their jurisdiction if an early voting polling place is not already located in their jurisdiction ("Early Voting Request"). The costs for any Early Voting Request will be

allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs.

- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in “**Attachment A.**”
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the Joint Runoff Election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the Joint Runoff Election, if any.
- e) If the Elections Administrator requires additional funds to perform their obligations under this Election Services Contract that is more than the estimate listed in “**Attachment A**” or any estimate provided for Joint Runoff Fees, then the Elections Administrator will bill each Participating Political Subdivision using the same formula listed in Section 10(b) (“Joint Election Fees”). If the Elections Administrator requires additional funds to assist in any Recounts that is more than the estimate provided for Recount Fees, then the Elections Administrator will bill each Participating Political Subdivision that is participating in a Recount for such fees (“Final Recount Fees”). An invoice will be sent to each Participating Political Subdivision which will include the Joint Election Fees, Special Request Fees, and Final Recount Fees (“Final Bill”). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith written dispute under Section 17 of this Election Services Contract. As soon as practicable after all expenses of this Joint Election are paid and disputes, if any, resolved, any funds that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the “Refund(s)”). Refunds will be prorated in accordance with the Participating Political Subdivisions’ respective share of the costs, not including any costs for conducting the Joint Election for which the respective Participating Political Subdivisions may be separately responsible as provided in this Contract. If there is an increase or decrease in the total costs for any line item or if an additional line item expense is added than what was estimated in “**Attachment A**”, then the Final Bill or Refund will contain an explanation of these changes.

## 11) DEPOSIT OF FUNDS

- a) Attachment A details the cost and expenses anticipated for the Joint Election. Participating Political Subdivisions will initially receive an estimated cost from the Elections Administrator. The Final Bill will be distributed in accordance with Section 10 (d). Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department one hundred (100%) percent of the full balance of money listed for its respective entity in “**Attachment A: Deposit of Funds Detail**” of this Election Services Contract not later than **March 12, 2025**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in

a Joint Election account. In accordance with Section 31.100 of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid from the Joint Election account. The Elections Administrator may not charge for performing duties that the officer is required by law to perform.

- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to the due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "**Attachment A**" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this Joint Election account to pay for expenses for the Joint Election that are included in "**Attachment A**" to this Election Services Contract and for other expenses to which all of the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election on or before **March 14, 2025**, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less the Participating Political Subdivision's prorated share of (i) any funds already expended before the withdrawal and (ii) less the general supervision supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal of a Participating Political Subdivision from this Joint Election, the Participating Political Subdivisions shall not be entitled to a refund of the deposit.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

**Heider Garcia**  
**Dallas County Elections Administrator**  
**1520 Round Table Drive**  
**Dallas, Texas 75247**

In the “memo” section of check place Election Escrow Account:   91492  

**12) RECORDS OF THE ELECTION**

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal, or state law may be provided at the offices of the Civil Division of the Criminal District Attorney’s Office of Dallas County, Texas at 500 Elm Street, Suite 6300, Dallas, Texas 75202.
- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the precinct election records that are distributed to the Elections Administrator at the Elections Administrator’s main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. At any point **sixty (60) days** after the date of the Joint Election, the Elections Administrator may arrange for transport of precinct election records for the Joint Election to the Dallas County Record Storage facility. If so, the precinct election records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. If the Elections Administrator does not transport the precinct election records to the Dallas County Records Storage facility, then the precinct election records will remain the responsibility of the Elections Administrator for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from the Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions unless the events in Section 12 (d) occur.
- d) A Participating Political Subdivision must notify the Elections Administrator in writing not later than three (3) business days after any official or employee of the Participating Political Subdivision becomes aware of any election contest, litigation, or criminal investigation or proceeding in connection with this Joint Election or the Joint Runoff Election. In accordance with Section 1.013 of the Texas Election Code, the election records of the Joint Election and/or Joint Runoff Election, as applicable, must be preserved until

any election contest, litigation, or any criminal investigation or proceeding is completed and a judgment, if any, becomes final. Also, the election records of the Joint Election and/or Joint Runoff Election, as applicable, that are within the scope of an active or pending request for public information related to such election records will be maintained by the Elections Administrator until such request for public information is finally concluded.

- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.
- f) If the Participating Political Subdivisions have changed their single-member districts since their last election, the Subdivisions must submit new boundaries by **February 7, 2025**.
- g) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision by **January 27, 2025**. Each Participating Political Subdivision will have until **February 27, 2025** to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

### 13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all political subdivisions participating in this Joint Election. The deputy early voting clerks will be appointed by the Elections Administrator in accordance with subchapter B of Chapter 83 of the Texas Election Code. A list of appointed deputy early voting clerks will be e-mailed to the Participating Political Subdivisions before the beginning of early voting by personal appearance.
- b) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as agreed by the Parties as follows:

**Tuesday-Friday, April 22-25, 2025, from 8:00 a.m. to 5:00 p.m.**

**Saturday, April 26, 2025, from 7:00 a.m. to 7:00 p.m.**

**Sunday, April 27, 2025, from 12:00 p.m. to 6:00 p.m.**

**Monday-Tuesday, April 28-29, 2025, from 7:00 a.m. to 7:00 p.m.**

- c) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- d) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. The Participating

Political Subdivisions agree to appoint **Chaka Terrell** as the Presiding Judge, and **Patti Clapp** as the Alternate Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002(b) of the Texas Election Code, the presiding judge will appoint at least one or more members to the Early Voting Ballot Board. The Participating Political Subdivisions may submit one individual for consideration by the presiding judge to be appointed as a member of the Early Voting Ballot Board and will notify DCED of the individual's name, telephone number, mailing address, and email address, if any, no later than **April 4, 2025**. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision by **April 11, 2025**. The Participating Political Subdivisions acknowledge that approval of this Election Services Contract shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the Early Voting Ballot Board.

- e) A signature verification committee will not be appointed, and signature verification duties will be performed by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code.
- f) The Presiding Judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

#### **14) CRIMINAL BACKGROUND CHECKS**

The Elections Administrator, their agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election at either the Elections Department or an Early Voting location. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the Participating Political Subdivision's obligation to pay for service rendered in good faith. Additionally, DCED will conduct a review of all poll workers against the Texas Public Sex Offender Registry and provide the results to the Participating Political Subdivisions.

#### **15) ELECTION REPORTS**

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision a Daily Early Voting Roster by vote center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by providing a link to a website posting.

#### **16) WITHDRAWAL FROM CONTRACT**

- a) No deposits will be refunded if a Participating Political Subdivision withdraws after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations

that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) Within ten (10) business days after receiving a withdrawal from the Joint Election in accordance with this Election Services Contract, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

#### 17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section 17, if: i) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "**Attachment A**" to this Election Services Contract; or ii) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or written dispute must be requested in accordance with Section 17(c) below.
- c) Should the circumstances giving rise to an audit or dispute in Section 17(b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator and the other Participating Political Subdivisions. This Dispute Notice must be received by the Elections Administrator and the Participating Political Subdivisions no later than **fourteen (14) calendar days** from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: i) an itemization of the disputed charge(s) by the Participating Political Subdivision; ii) the basis for the dispute; iii) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and iv) documentation, if available, in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10(e) of this Election Services Contract.
- d) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(c), shall waive any and all disputes, claims, or challenges to the Final



Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or any estimated refund amounts will become final.

- e) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(c), the Participating Political Subdivision will also have the right to conduct a good faith financial audit of the deposits and expenditures related to this Elections Services Contract ("Financial Audit"). In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code, the Texas Administrative Code, and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. The results of the Financial Audit must be presented to the Elections Administrator within **thirty (30) calendar days** after a Dispute Notice is properly submitted and received by the Elections Administrator. If the Financial Audit identifies charges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "**Attachment A**", the Elections Administrator will review and assess the findings of the Financial Audit with the Dallas County Auditor and will attempt in good faith to resolve any disputes over the accuracy of any charges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.
- f) In the event that a Dispute Notice is properly submitted in accordance with this Contract, all Participating Political Subdivisions shall have ten (10) business days after their receipt of the Dispute Notice to provide any applicable documentation in support of or against the Dispute Notice to the Elections Administrator. All Participating Political Subdivisions acknowledge that a Dispute Notice submitted by another Participating Political Subdivision may result in an adjustment to their Final Bill or Refund. If the Elections Administrator and the Dallas County Auditor determine pursuant to a Dispute Notice, or a Financial Audit, that an adjustment to the Final Bills or Refunds for any of the Participating Political Subdivisions is warranted, then the Elections Administrator and Dallas County Auditor will submit their determination of a Final Adjusted Bill or Adjusted Refund to the Dallas County Commissioners Court for approval. **Any Final Adjusted Bill approved by the Dallas County Commissioners Court will be due and payable within thirty (30) calendar days after receipt by the Participating Political Subdivisions. Any Adjusted Refund approved by the Dallas County Commissioners Court will be due and payable to the Participating Political Subdivisions within thirty (30) calendar days after approval. If it is determined by the Elections Administrator**

**and the Dallas County Auditor that no adjustment is warranted or if the Dallas County Commissioners Court does not approve an adjustment to the Final Bill or Refund, then the Refund will become final, or any disputed amounts in the Final Bill will be due within thirty (30) calendar days after receipt by the Participating Political Subdivision of the decision of the Dallas County Commissioners Court.**

- g) The Participating Political Subdivisions acknowledge that withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

#### **18) NOTICE**

Any addendum to, change/modification of, clarification of, and/or withdrawal from this Contract requires written notice to and written approval by the Dallas County Elections Administrator. Whenever this Election Services Contract requires any consent, approval, notice, request, or demand, it must be in writing to be effective and must be delivered to the Party intended to receive it as shown below:

**Address for notice to the Elections Administrator:**

Heider Garcia  
Dallas County Elections Administrator  
1520 Round Table Drive  
Dallas, Texas 75247  
(214) 819-6334 telephone  
(214) 819-6301 facsimile

**Address for notice for the Participating Political Subdivisions:**

The physical addresses as listed in "**Attachment F**".

Any written notice required under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective physical address set forth above, or at such other addresses as shall be specified by written notice delivered in accordance this notice section.

#### **19) LIABILITY FOR NEGLIGENCE**

**ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW.**

**NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.**  
**ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.**

**TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.**

**20) CHOICE OF LAW**

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

**21) VENUE AND JURISDICTION**

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

**22) SEVERABILITY**

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

**23) ENTIRE CONTRACT**

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

**24) PLURALITY, GENDER, AND HEADINGS**

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

## **25) RELATIONSHIP OF PARTIES**

The Participating Political Subdivisions, including their respective agents, or employees, are not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County, or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the duties directly administered by the Participating Political Subdivision. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

## **26) FORCE MAJEURE**

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

## **27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.**

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

## **28) CONTRA PROFERENTEM**

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

## **29) ORDER OF PRECEDENCE**

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through F to this Election Services Contract together in context with each other.

### **30) SIGNATORY WARRANTY**

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in “**Attachment F**” of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

### **31) COUNTERPARTS.**

This Election Services Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

**[Signatures on following page]**

**WITNESS HEREOF**, the Parties have executed this Election Services Contract to be effective as of the date of the last of the Parties to sign.

**RECOMMENDED AND APPROVED:**

**APPROVED AS TO FORM\***

\_\_\_\_\_  
HEIDER GARCIA  
COUNTY ELECTIONS ADMINISTRATOR  
DALLAS COUNTY, TEXAS

\_\_\_\_\_  
JAMES R. PALOMO  
ASSISTANT DISTRICT ATTORNEY  
DALLAS COUNTY DISTRICT  
ATTORNEY'S OFFICE  
CIVIL DIVISION

\_\_\_\_\_  
DATE:

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**ACCEPTED TO AND AGREED TO BY THE \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025:**

APPROVED

\_\_\_\_\_  
[INSERT NAME AND POSITION]