

**INTERLOCAL AGREEMENT BETWEEN SMITH COUNTY AND TROUP
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING A JOINT ELECTION**

STATE OF TEXAS §

COUNTY OF SMITH §

This Agreement is entered into this _____ day of _____, 2025, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**), and Troup Independent School District with the authorization of their respective governing bodies (hereinafter referred to as **VOTING UNIT**). The **VOTING UNIT** enter into this Interlocal Agreement with **COUNTY** by authority of the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

W I T N E S S E T H

WHEREAS, VOTING UNIT is authorized to conduct a joint election under Texas Election Code Chapter 271, if such action is authorized by each entity participating in the joint election; and

WHEREAS, COUNTY has the experience and resources to conduct elections throughout all of, or portions of, Smith County; and

WHEREAS, COUNTY may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, VOTING UNIT and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNIT** in connection with **VOTING UNIT'S** election;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNIT** agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a special election herein described for **VOTING UNIT**.

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNIT'S** election:

1. Elections Administrator shall serve as Early Voting Clerk for elections;
2. Review with **VOTING UNIT** the election process prior to election including but not limited to making a reasonable effort to ensure that it has all of the latest, most current and updated boundary information from **VOTING UNIT**;
3. Elections Administrator shall appoint deputy early voting clerks;
4. Elections Administrator shall review with and recommend arrangements for polling places to **VOTING UNIT**; such recommendation of polling places selections should be approved by **VOTING UNIT** and Elections Administrator shall notify in writing to **VOTING UNIT** of final selection of polling places. Elections Administrator shall notify, review and obtain approval of any change of polling places with **VOTING UNIT**. **VOTING UNIT** specifically agrees to use a common polling location in the territory of the joint election and share election officials for the conduct of the joint election under Texas Election Code, Chapter 271.

In the event that the approved polling places become unavailable for use, the Elections Administrator shall notify the **VOTING UNIT** of the cancelation of such polling place(s) within forty-eight (48) hours of receiving notice of unavailability. The Elections Administrator shall notify **VOTING UNIT** of the location of alternate polling places(s) selected to replace cancelled sites no later than seven (7) days prior to the election, or as promptly as possible if cancellation occurs within seven (7) days of the election.

5. **COUNTY** will provide County owned Election Systems & Software: ExpressVotes, DS200's, and DS450 as required by law. In the event alternative voting equipment is being considered, each **VOTING UNIT** will be notified and given an opportunity to participate in decision;
6. Elections Administrator shall ensure that prior to the election the Company/Vendor that has been hired to program, test, or perform maintenance on the voting equipment provides documentation to the Elections Administrator certifying that a criminal background check has been performed on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Smith County, and that there are no findings that would prevent any Vendor employee from performing his/her assigned duties.
7. Furnish **VOTING UNIT** with sample ballots for their elections;

8. Print ballots in accordance with the election laws and wording furnished by **VOTING UNIT** pursuant to Section II (1) under the Terms, Rights and Duties set forth in this agreement;
9. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such elections;
10. Appoint Early Voting Ballot Board and notify same;
11. Appoint Election Judges and Alternate Judges and notify same;
12. Provide for electronic voting process including preparation of, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNIT** of time and place of such tests;
13. Establish Central Counting Station;
14. Deliver supplies and voting equipment to and from polling places;
15. Conduct Early Voting both by personal appearance and by mail for **VOTING UNIT**;
16. Conduct early voting;
17. Assume Election Day responsibilities, including late voting for illness, disability, etc., as required by law, and be available to voters and election officials;
18. Conduct Election Day voting;
19. Count ballots, process election returns, prepare unofficial tabulation of votes, and furnish to the **VOTING UNIT** on Election Night to the fullest extent possible;
20. Process election returns and prepare tabulation of unofficial returns and provide to **VOTING UNIT** no later than 8:30 a.m. on the eighth (8th) day following the election for official canvassing by **VOTING UNIT**;
21. **COUNTY** shall deliver a report of the precinct results as contained in the election register to the Secretary of State pursuant to Texas Election Code, Section 67.017(a) and (b);
22. Provide for retention and storage of election records as provided by law;
23. Pay any claims for election expenses pursuant to Texas Election Code, Section 31.098(a) (See also Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNIT'S** responsibility for costs);
24. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNIT** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNIT**;

25. Said claims shall be paid by the County Treasurer, pursuant to Texas Election Code Section 31.100(a) and **VOTING UNIT** shall pay **COUNTY** pursuant to Section III., **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement;
26. **COUNTY** shall pay salaries and wages of persons employed temporarily to perform duties under this agreement by the County Treasurer pursuant to Texas Election Code, Section 31.100(a) and (b);
27. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
28. **COUNTY** shall perform any and all other items necessary or required by law to conduct the election;
29. Prepare and submit recommendations for any voting changes related to assigned duties under this Interlocal Agreement to **VOTING UNIT** for approval by **VOTING UNIT**; and
30. Translate wording of English language ballot for **VOTING UNIT'S** election into Spanish by any licensed interpreter or translator. Prepare and submit recommendations of Spanish language ballot to **VOTING UNIT** for approval. Upon approval of **VOTING UNIT**, give final approval of **VOTING UNIT'S** Spanish ballot in writing.

II. **VOTING UNIT'S DUTIES**

VOTING UNIT shall be required to perform the following duties in connection with the terms and conditions of this agreement:

1. Furnish wording of ballot for **VOTING UNIT'S** election in English, and give final approval of **VOTING UNIT'S** ballot in writing; the necessary wording must be provided within a reasonable amount of time sufficient for preparation. A notice of all ballot election information (e.g. single member districts, special elections, etc.), with the exception of candidates' names and ballot order, will be provided to the Elections Administrator by the 88th day before the election. Names of candidates and ballot order shall be provided to the Elections Administrator no later than the 52nd day before the election. If a **VOTING UNIT** submits and approves inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, the **VOTING UNIT** shall cover the cost.
2. Not later than forty-five (45) days prior to early voting the **COUNTY** and each **VOTING UNIT** shall meet to confirm the proper precinct or district boundary lines, ballot language, candidate names are on the ballot, and any other necessary details related to conducting the election.
3. **VOTING UNIT** agrees to use reasonable efforts to submit election notices to **COUNTY's** Elections Administrator prior to publication and the Election's Administrator shall review

the election notices, proof and respond with regard to any necessary corrections as soon as possible with a goal of responding within 24 hours of notice-submission. If the Election Administrator's response is not received by the **VOTING UNIT** within 48 hours of submission to the Election Administrator, the **VOTING UNIT** may proceed with publication of the notice. It is understood and agreed that **VOTING UNIT** is not in violation of this Agreement if applicable time deadlines under Texas or federal law for such publication prohibit the **VOTING UNIT** from complying with this provision.

4. Give notice of election as required by all applicable laws, including Texas Election Code, Chapter 4;
5. Receive and process official tabulation in accordance with the Texas Election Code, including, but not limited to, canvassing the vote in accordance with Texas Election Code, Section 65.001 et seq.;
6. Perform those duties and functions which by law **VOTING UNIT** remains required to perform; and
7. Make payment as required under Article III.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to **VOTING UNIT'S** election to be held November 4, 2025, **COUNTY** shall charge its actual costs including rental of voting equipment plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding **VOTING UNIT'S** election by contract pursuant to Texas Election Code Section 31.100(d). **COUNTY** shall provide an Exhibit "A" to this Agreement, which shall contain an accurate as possible estimate of expenses for the services and functions to be performed under this agreement, to **VOTING UNIT** at least thirty (30) days prior to submission of this Agreement to each **VOTING UNIT'S** governing body for approval. **COUNTY** and **VOTING UNIT** agree that Exhibit "A" to this Agreement, reflecting the estimated expenses of the trustee/city council election, attached hereto and incorporated herein for all purposes, sets forth the estimated expenses to be paid to **COUNTY**, such expenses that "fairly compensates" **COUNTY** for the services and functions performed under this agreement as required pursuant to Texas Election Code, Section 31.100 (c).

In this regard the parties expressly agree to the following terms with respect to the compensation **VOTING UNIT** shall pay **COUNTY** for the services and equipment provided hereunder:

1. **VOTING UNIT** shall be responsible for paying the actual costs of early voting, the actual costs of the elections, rental fee and the ten percent (10%) administrative fee described above. The actual cost will be determined as follows:
 - a. Location/Personnel Charges: The cost will be split between all entities participating in the joint election by the percentage of registered voters in each district.

- b. Estimated Services: Services performed in the conduct of the election-delivery of equipment, mileage during early voting or Election Day for election related duties, ballot set up and ballot board costs-will all be split between all entities participating in the joint election by the percentage of registered voters in each district.
 - c. Printing of Notices: costs for notices printed jointly will be divided evenly between each entity participating in the joint election. If an entity has additional notices to print (such as for a special election), those costs are paid solely by that entity.
 - d. Absentee Ballots: The actual ballot cost is calculated by the exact number of ballots per entity. Each entity only pays for the ballots that are sent out for their ballot style(s). If two or more **VOTING UNITS** share a ballot, that ballot is split evenly between them. For example, if **COUNTY** has any races or propositions on the ballot with **VOTING UNIT**, **COUNTY** will cover half the cost and **VOTING UNIT** will cover half the cost.
 - e. Equipment Rental: A rental fee of \$3,554.70, or .2% of the purchase price of the voting equipment, will be charged per **VOTING UNIT** participating in the joint election. The rental fee is for 6 early voting locations and 38 Election Day locations and includes 370 ExpressVotes, 63 DS200s, 110 ExpressPolls/Express Printers, 1 DS450, and 1 Electionware (reporting software). If the number of polling locations decreases, or the amount of equipment needed decreases, the rental fee will decrease to reflect that change.
 - f. ES&S Invoices: The Election Systems & Software invoices account for the layout of the ballot, the programming of the ballot, the audio ballot, and site support during the election to assist with any hardware or software needs. Costs are split between all entities participating in the joint election by the percentage of registered voters in each district. If a **VOTING UNIT** provides incorrect information, such as the incorrect spelling of a candidate's name, to **COUNTY** and that information is corrected after ballots are printed, programming has begun, etc. the entity in question will be required to pay for any and all corrections to the ballot. The other entities involved in the election will not be required to pay for any of the corrections. If **COUNTY** is responsible for inaccurate information that results in reprinting of ballots or mailing corrected ballots to voters, **COUNTY** shall cover the cost.
2. **COUNTY** shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections. **VOTING UNIT** shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the amount billed by **COUNTY** to **VOTING UNIT** be less than the estimate, **VOTING UNIT** will pay only the amount of actual cost, plus the administrative fee of ten percent (10%)-which will be based on the actual cost, not the estimate provided in Exhibit "A." Should the actual cost for the services and equipment provided hereunder exceed the estimated expenses as set forth in Exhibit "A," **VOTING UNIT** hereby expressly agrees to pay **COUNTY** for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the elections so that **COUNTY** is fairly compensated as agreed; and
3. **VOTING UNIT** expressly represent that they are able to pay for said election from current revenues as is required pursuant to Texas Government Code Section 791.011 (d)(3).

IV. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect for **VOTING UNIT'S** November 4, 2025, election until such time as all consideration owed to **COUNTY** for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

Each individual **VOTING UNIT** agrees, to the extent permitted by law, to indemnify and hold harmless **COUNTY** for any claims, lawsuits, or damages alleging personal injuries at a voting location during early voting or on Election Day to the extent that the alleged injuries arise out of that individual **VOTING UNIT'S** own negligence.

VI. FORCE MAJEURE

In the event that the performance by **COUNTY** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a part or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

VII. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of **COUNTY** has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of **COUNTY**.

In the event that **COUNTY** subsequently contracts with other voting entities that are not parties to this agreement to perform election services in connection with their November 4, 2025 elections, and if the **COUNTY** requests the **VOTING UNIT** to participate in a joint election with said other voting entities, the **VOTING UNIT** agree to participate in such joint election provided however that **COUNTY'S** and **VOTING UNIT'S** participation in such joint election does not in any way prevent, hinder, or relieve either Party from complying with all of the terms and conditions of this agreement and provided that a subsequent modification in writing is signed by all parties

of this agreement. It is understood and agreed that any such subsequent modification will not expand, add to, modify, or change the **VOTING UNIT'S** duties or rights under this Agreement.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by **VOTING UNIT** without the prior written consent of **COUNTY** by and through an order of its Commissioners Court.

X. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

XI. NOTICES

Any notice to be given hereunder by any party to the others shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY

c/o Neal Franklin, County Judge
200 E. Ferguson St. 1st floor
Tyler, TX 75702

TROUP INDEPENDENT SCHOOL DISTRICT

c/o Tammy Jones, Superintendent
PO Box 578
Troup, TX 75789

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

XII. CANCELLATIONS

In the event that any of **VOTING UNIT'S** elections are canceled, the remaining **VOTING UNITS** shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Elections Administrator.

IN WITNESS WHEREOF, Smith County and Troup Independent School District have caused this agreement to be effective as of the ____ day of _____, 2025.

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the _____ day of _____, 2025, and executed by **NEAL FRANKLIN**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

NEAL FRANKLIN,
COUNTY JUDGE

RECOMMENDED

MICHELLE ALLCON,
ELECTION ADMINISTRATOR

ATTEST:

BY: _____
KAREN PHILLIPS, COUNTY CLERK

APPROVED:

BY: _____
THOMAS WILSON, ASSISTANT D. A.

APPROVED BY TROUP INDEPENDENT SCHOOL DISTRICT IN A MEETING on the _____day of _____, 2025 and executed by **TAMMY JONES**, Superintendent, as the authorized representative of **TROUP INDEPENDENT SCHOOL DISTRICT** .

TROUP INDEPENDENT SCHOOL DISTRICT

BY: _____
TAMMY JONES, SUPERINTENDENT

ATTEST:

BY: _____
SHANE JASPER, BOARD PRESIDENT

APPROVED:

BY: _____
JOHN HARDY, ATTORNEY FOR TROUP ISD

Estimate

To: Carri Jackson
Troup ISD
903-842-3067



Smith County

Elections
Administration

302 E Ferguson Street
Tyler, TX 75702
Phone 903-590-4777
Fax 903-590-4778
scelections@smith-
county.com

INVOICE #
DATE:

Make all checks
payable to:
Smith County

**THANK YOU
FOR YOUR
BUSINESS!**

| INVOICE NO | ELECTION | PAYMENT TERMS | DUE DATE |
|------------|------------------------------|---------------|----------|
| | November 4, 2025 Election | 30 day | |

| % | DESCRIPTION | OVERALL COST | TROUP ISD COST |
|--------|--|-------------------------------|-------------------|
| .85% | EV and ED Personnel and Services | 113,127.75 | 1,059.55 |
| .85% | ES&S Invoices | 25,950.00 | 219.80 |
| 33.33% | Absentee Ballots | 344.00 | 86.00 |
| 16.67% | Publications of Notice of Election & LAT | 1,750.00 | 291.67 |
| 16.67% | Delivery of Election Equipment | 11,200.00 | 1,866.67 |
| 100% | Rental of Election Equipment | 3,554.70 | 3,554.70 |
| | | SUBTOTAL | 7,078.39 |
| | | 10% ADMINISTRATIVE FEE | 707.84 |
| | | TOTAL | 7,786.23 |