JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Judge Kevin Benton, Montague County Judge and Ginger Wall, Montague County Election Administrator with the City of Bowie, City of Saint Jo, Forestburg ISD ang Goldburg ISD acting through Bert Cunningham, Donna Hale, Debbie Dennis and Jason Briles for the leasing, programming, supervision, and tabulation of the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD Elections.

This contract must be signed and returned to Montague County Elections Administrator before any actions listed will be conducted.

In consideration of the mutual covenants and promises hereinafter set out. It is agreed to as follows:

I. The election to be held on November 3, 2026, known as the General Election, shall be held jointly with the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD.

II. The following locations shall serve as the common polling locations in the voting precincts where the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD is conducting an election following Chapter 43 of the Texas Election Code.

Precinct	**Location**
Early Voting	Montague County Community Room (Annex)
Early Voting	Bowie Senior Citizen Center
Early Voting	Nocona HJ Justin Building
Early Voting	Saint Jo Civic Center

Election Day County Wide polling

Bowie Senior Citizen Center
Bowie Public Library
Forestburg Comm. Center
Sunset City Hall
Tales n Trails Museum
Nocona HJ Justin Building
Ringgold Fire Hall
Saint Jo Civic Center
Valley View Baptist Church
Montague County Community Room (Annex)

III. Montague County Elections Administrator in connection with conducting the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD Election, shall assume the following responsibilities:

A. Prepare lists of registered voters in the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD.

B. Establish Early Voting and Election Day polling locations.

C. Select Early Voting, Election Day, and Ballot Board workers.

D. Order and distribute supplies for Early Voting and Election Day.

E. Conduct training on the electronic voting machines.

F. Program and test electronic voting machines for Early Voting and Election Day.

G. Post notice of the test of the electronic voting machines.

H. Deliver and setup electronic voting machines for Early Voting and Election Day.

I. Print and process ballots for Early Voting by mail.

J. Responsible for the cost of Early Voting by Personal appearance days and hours.

K. Tabulate ballots voted by mail and in person for Early Voting and Election Day.

L. Prepare daily reports for Early Voting and total reports for final results.

M. Perform any and all other duties as necessary required under the Texas Election Code in order to conduct the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD.

IV. City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD in connection with conducting the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD Election, shall assume the following responsibilities and shall directly bear any attendant cost of the same:

A. Post notices of election.

B. Deliver to the Contracting Officer as soon as possible, but not later than 75 days before the election, the proposition, issues, and/or candidate's names to be printed on the ballot with the exact wording, spelling, and order that is to be used on the official ballot.

C. Comply with all deadlines set by Secretary of State as pursuant to Texas Election Code and Vendor responsible for the printing of paper ballots and programming for electronic voting.

D. Responsible for equal share (50%) of Election Judge salary sharing the same Election polling place locations. All judges will be paid by Montague County to be reimbursed by City of Bowie City of Saint Jo, Forestburg ISD and Goldburg ISD in a timely manner.

E. Prepare any necessary submission to Department of Justice.

F. Canvassing the votes by the date specified by the Texas Secretary of the State guidelines.

G. Compensate Election Administrator for election expenses as set out in itemized cost estimate.

V. GENERAL CONDITIONS:

A. The applicable number of voting precincts plus Early Voting locations, for Early Voting by mail, and by personal appearance will be tabulated for the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD.

B. City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD shall attend training conducted by the county on the use of all voting equipment.

C. The City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD agrees to save and hold harmless the Montague County Elections Office from any and all claims made that arise out of the failure or omission of the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD to perform its obligations under this contract.

D. The Montague County Election Office agree to save and hold harmless the City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD from any and all claims made arising out of the failure or omission of the Montague County Elections Office to perform their obligations under this contract.

E. The contracting officer shall file copies of this contract with the Montague County Auditor, and City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD will maintain a copy of the contract for their records.

F. This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

G. Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written mutual consent of each of the parties hereto. All amendments, modifications, or alterations must be in writing, dated after the effective date of the Agreement, and approved by the respective governing bodies.

H. This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.

I. This contract embodies and does constitute the entire agreement between the parties and there are no prior effective representations, warranties, or agreements between the parties. This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.

J. The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

VI. ELECTION EXPENSES AND ALLOCATION OF COSTS

A. It is understood that other political subdivisions may wish to participate in the use of the County's voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on

the terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to the Sections VI of this contract.

B. Should the election be held as a joint election that allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.

C. Each entity shall be solely responsible for its own costs and expenses, including all programming fees and ballot cost to Election Systems and Software (ES&S), Invoices will be billed to City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD and City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD will be responsible for their share of the programming payable to Montague County. A separate lease agreement will not be submitted to City of Bowie, City of Saint Jo, Forestburg ISD and Goldburg ISD for the use of the Voting machines for the November 3, 2026 Election.

D. Each participating authority agrees to pay the Montague County Elections Administrator an Election Supply fee in the amount of $50.00 per entity. Costs for the Early Voting by Mail, forms, and notices shall be allocated by the Election Supply Fee.

E. Each participating authority agrees to pay the Montague County Elections Administrator a 10% Supervision of Election fee as defined by Sec. 31.100(d) of the Texas Election Code; a fee for election services performed under an election services contract.

F. An invoice shall be issued by Montague County Elections after Election Day for reimbursement. Please see EXHIBIT "A" for invoicing details.

G. The Montague County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

VII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

A. Any participating authority may withdraw from a joint election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by Montague County Elections Office on behalf of the authority plus the administrative fee of such expenses.

B. Either party may terminate this contract upon 30 days written notice to the other party.

C. Deadline to cancel election will fall on 71st day before Election Day. (Day after deadline for political subdivision to order election.)

VIII. COST OF THE ELECTION

The exact amount of each participating authority's obligation under the terms of this contract shall be calculated after the election. The City of Bowie, City of Saint Jo, Forestburg ISD and

Goldburg ISD shall pay the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator.

IX. In connection with the performance of this Agreement, neither of the contracting parties will be deemed liable to third parties for any default of the other contracting party in connection with holding the election, including the failure of a contracting party to pay any expenses under the Agreement.

X. This Agreement shall be construed in accordance with the laws of the State of Texas and under Chapter 172 the Texas Election Code and all obligations of the parties are performable in Montague County, Texas.

XI. In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been included.

XII. In connection with the Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

For the County:
Kevin Benton, Montague County Judge
Ginger Wall, Montague County Election Administrator

For the Entity:
City of Bowie
City of Saint Jo
Forestburg ISD
Goldburg ISD

COUNTY OF MONTAGUE

DATE: September 22, 2026 By: _____
County Judge

ATTEST: _____
Montague County Election Administrator

EXHIBIT "A"

COUNTY OF MONTAGUE COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

___44_ ExpressVote ADA Unit(s) (including head phone accessory)

___15__DS200 (Ballot Counter)

___12__POLLBOOK(s) (Voter Verification, Ballot Activator)

___15_ Printers

ExpressVote	(Voting Machine)	@ $166.25 per machine	$7315.00
DS200	(Ballot Counter)	@ $287.50 per machine	$4312.50
Pollbooks	(Voter Verification)	@ $57.50 per machine	$ 690.00
ES&S Programming (Coding, Audio, Ballot Layout)			$TBD
15 printers @ $2.00			$ 30.00
10 % Supervision of Election fee			$TBD
Precinct kit fee (election forms, ABBM, etc.)			$ 50.00
Verizon MiFi pack usage			$TBD
Central Count-Early Voting Ballot Board Personnel (split between other entities holding election TBD hours @ $12 per hour)			$TBD
Approximate Total Due to Montague County **(County will pay 50%, entities split remaining balance)**			$1549.69

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: _____

Ginger Wall, Elections Administrator

Authorized Representative, Montague County, Texas

LESSEE: _____

City of Bowie Representative

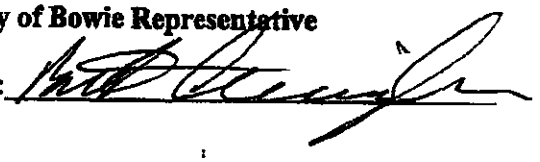
BY: 

EXHIBIT "A"

COUNTY OF MONTAGUE COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

___44_ ExpressVote ADA Unit(s) (including head phone accessory)

___15__DS200 (Ballot Counter)

___12__POLLBOOK(s) (Voter Verification, Ballot Activator)

___15_ Printers

ExpressVote	(Voting Machine)	@ $166.25 per machine	$7315.00
DS200	(Ballot Counter)	@ $287.50 per machine	$4312.50
Pollbooks	(Voter Verification)	@ $57.50 per machine	$ 690.00
ES&S Programming (Coding, Audio, Ballot Layout)			$TBD
15 printers @ $2.00			$ 30.00
10 % Supervision of Election fee			$TBD
Precinct kit fee (election forms, ABBM, etc.)			$ 50.00
Verizon MiFi pack usage			$TBD
Central Count-Early Voting Ballot Board Personnel (split between other entities holding election TBD hours @ $12 per hour)			$TBD

Approximate Total Due to Montague County $1549.69

(County will pay 50%, entities split remaining balance)

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: _____

Ginger Wall, Elections Administrator

Authorized Representative, Montague County, Texas

LESSEE: _____

City of Saint Jo Representative

BY:



EXHIBIT "A"

COUNTY OF MONTAGUE COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

___44_ ExpressVote ADA Unit(s) (including head phone accessory)

___15__DS200 (Ballot Counter)

___12__POLLBOOK(s) (Voter Verification, Ballot Activator)

___15_ Printers

ExpressVote	(Voting Machine)	@ $166.25 per machine	$7315.00
DS200	(Ballot Counter)	@ $287.50 per machine	$4312.50
Pollbooks	(Voter Verification)	@ $57.50 per machine	$ 690.00
ES&S Programming (Coding, Audio, Ballot Layout)			$TBD
15 printers @ $2.00			$ 30.00
10 % Supervision of Election fee			$TBD
Precinct kit fee (election forms, ABBM, etc.)			$ 50.00
Verizon MiFi pack usage			$TBD
Central Count-Early Voting Ballot Board Personnel (split between other entities holding election TBD hours @ $12 per hour)			$TBD
Approximate Total Due to Montague County (County will pay 50%, entities split remaining balance)			$1549.69

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: _____

Ginger Wall, Elections Administrator

Authorized Representative, Montague County, Texas

LESSEE: _____

Forestburg ISD Representative

BY: _____

EXHIBIT "A"

COUNTY OF MONTAGUE COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

___44_ ExpressVote ADA Unit(s) (including head phone accessory)

___15__DS200 (Ballot Counter)

___12__POLLBOOK(s) (Voter Verification, Ballot Activator)

___15_ Printers

ExpressVote	(Voting Machine)	@ $166.25 per machine	$7315.00
DS200	(Ballot Counter)	@ $287.50 per machine	$4312.50
Pollbooks	(Voter Verification)	@ $57.50 per machine	$ 690.00
ES&S Programming (Coding, Audio, Ballot Layout)			$TBD
15 printers @ $2.00			$ 30.00
10 % Supervision of Election fee			$TBD
Precinct kit fee (election forms, ABBM, etc.)			$ 50.00
Verizon MiFi pack usage			$TBD
Central Count-Early Voting Ballot Board Personnel (split between other entities holding election TBD hours @ $12 per hour)			$TBD

Approximate Total Due to Montague County $1549.69

(County will pay 50%, entities split remaining balance)

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: _____

Ginger Wall, Elections Administrator

Authorized Representative, Montague County, Texas

LESSEE: _____

Goldburg ISD Representative

BY:_____