

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Judge Kevin Benton, Montague County Judge, Ginger Wall, Montague County Election Administrator and the Republican Party, acting through its County Party Chair, Mark Neese for the leasing, programming, supervision, and tabulation of the Republican Primary Election.

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 March 5, 2024 known as the Primary Election shall be held with the Republican Party.
- II. The following locations shall serve as the polling locations in the voting precincts where the Republican Party is conducting the Primary Election.

Main Early Voting Vote Center
Montague County Annex

Location
11338 State Hwy 59N., Montague TX

Early Voting Vote Centers
HJ Justin Building
Saint Jo Civic Center
Bible Baptist Church

Location
100 Clay St., Nocona, TX
101 E. Boggess St., Saint Jo, TX
1400 Hwy 59N, Bowie, TX

Election Day Vote Centers
Montague County Annex
Nocona Community Center
Saint Jo Civic Center
Bible Baptist Church
Tales 'N' Trails Museum
Forestburg Community Center
Sunset City Hall
Ringgold Fire Hall
Valley View Baptist Church
Bowie Library

Location
11339 State Hwy 59N, Montague, TX
807 W. Hwy 82., Nocona, TX
101 E. Boggess St., Saint Jo, TX
1400 Hwy 59N, Bowie, TX
1522 E. Hwy 82, Nocona, TX
16617 FM 455, Forestburg, TX
119 FM 1749, Sunset, TX
17832 N. Hwy 81, Ringgold, TX
6159 FM 103, Spanish Fort, TX
301 Walnut St., Bowie, TX

III. Montague County Elections Administrator in connection with conducting the Republican Primary Election, shall assume the following responsibilities:

- A. Prepare lists of registered voters in the Republican Party.**
- 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. Tabulate ballots voted by mail and in person for Early Voting and Election Day.**
- K. Prepare daily reports for Early Voting and total reports for final results.**
- L. Perform any and all other duties as necessary required under the Texas Election Code in order to conduct the March 5, 2024 Republican Primary Election.**

IV. The Republican Party in connection with conducting the Republican Primary 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 Election Day Judge, Alternate Judge and Clerk salary at Election Day polling place locations, to be split with the Democratic Party. All Election staff will be paid by Montague County to be reimbursed by the Parties in a timely manner.**
- E. Prepare any necessary submission to Secretary of State.**
- 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.**
- H. Keep Polling locations supplied with Ballots, election forms, etc. on Election Day.**

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 Republican Party Election.
- B. The Republican Party shall attend training conducted by the county on the use of the electronic voting machines.
- C. The Republican Party 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 Republican Party to perform its obligations under this contract.
- D. The Montague County Elections Office agrees to save and hold harmless the Republican Party 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 Elections Administrator, and the Republican Party 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 electronic 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 associated with Election Systems and Software (ES&S), Invoices will be billed to and paid by Montague County. The Republican Party will be responsible for reimbursing Montague County the cost of ballots and programming.
- D. An invoice will be submitted to the Republican Party for the use of the Electronic Voting machines for the March 5, 2024 Primary Election. *See Exhibit A
- E. 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.
- F. Each participating authority agrees to pay the Montague County Elections Administrator a 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.
- G. An invoice shall be issued by Montague County Elections after Election Day for reimbursement.
- H. 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 Republican Party 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:
Ginger Wall, Montague County Election Administrator
Kevin Benton, Montague County Judge

For the Entity:
The Republican Party County Chair, Mark Neese

COUNTY OF MONTAGUE

DATE: December 14, 2023

By:


County Judge Kevin Benton

ATTEST:


Montague County Election Administrator

Republican Party County Chair

BY: Mark Aenee

DATE: _____

EXHIBIT "A"

The leasing of equipment is in compliance with Election Code 123.032 and rates set forth by the Montague County Commissioners Court.

ES&S HAVA COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

16 DS-200 Tabulator	\$5.00 per day	\$440.00
40 ExpressVote	\$5.00 per day	\$1100.00
ES&S on site support		\$TBD
ES&S Coding		\$TBD
Layout & audio		\$TBD
Ballots		\$TBD
Media Rental		\$TBD
Supervision of Election fee 10 %		\$TBD
Logic & Accuracy testing publication		\$TBD
Election Supply Fee		\$50.00
Precinct kit fee \$50.00 per Precinct		\$350.00
Delivery Fee of equipment (DS-200)		\$250.00
Election Day staff @ \$12.00 per hour		\$TBD
(Split between other entities holding election TBD hours @ \$12 per hour)		
Approximate Total Due to Montague County		\$TBD

Final bill will be sent following election

MONTAGUE COUNTY, TEXAS

By: Ginger Wall
Ginger Wall, Elections Administrator
Authorized Representative, Montague County, Texas

LESSEE: Mark Aenee
Republican Party County Chair

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Montague, acting through its officers, Kevin Benton, Montague County Judge, Ginger Wall, Montague County Election Administrator and the Democratic Party, acting through its State Party Representative, for the leasing, programming, supervision, and tabulation of the Democratic Primary Election.

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 March 5, 2024 known as the Primary Election shall be held with the Democratic Party.
- II. The following locations shall serve as the polling locations in the voting precincts where the Democratic Party is conducting the Primary Election.

Main Early Voting Vote Center
Montague County Annex

Location
11339 State Hwy 59N., Montague, TX

Early Voting Vote Centers
HJ Justin Building
Saint Jo Civic Center
Bowie Senior Center

Location
100 Clay St., Nocona, TX
101 E. Boggess St., Saint Jo, TX
501 Pelham St., Bowie, TX

Election Day Vote Centers
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17832 N. Hwy 81, Ringgold, TX
6159 FM 103, Spanish Fort, TX
301 Walnut St., Bowie, TX

III. Montague County Elections Administrator in connection with conducting the Democratic Primary Election, shall assume the following responsibilities:

- A. Prepare lists of registered voters in the Democratic Party.
- 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. Tabulate ballots voted by mail and in person for Early Voting and Election Day.
- K. Prepare daily reports for Early Voting and total reports for final results.
- L. Perform any and all other duties as necessary required under the Texas Election Code in order to conduct the March 5, 2024 Democratic Primary Election.

IV. The Democratic Party in connection with conducting the Democratic Primary 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 Election Day Judge, Alternate Judge and Clerk salary at Election Day polling place locations, to be split with the Republican Party. All Election staff will be paid by Montague County to be reimbursed by the Parties in a timely manner.
- E. Prepare any necessary submission to Secretary of State.
- F. Canvassing the votes by the date specified by the Texas Secretary of the State guidelines.
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- XII. In connection with the Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

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

For the Entity:
The Democratic Party Chair Representative

COUNTY OF MONTAGUE

DATE: December 11, 2023 By: [Signature]
County Judge Kevin Benton

ATTEST:
[Signature]
Montague County Election Administrator

Democratic Party Chair Representative

BY: _____

DATE: November 21, 2023

EXHIBIT "A"

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ES&S HAVA COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

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ES&S Coding		\$TBD
Layout & audio		\$TBD
Ballots		\$TBD
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Supervision of Election fee	10 %	\$TBD
Logic & Accuracy testing publication		\$50.00
Election Supply Fee		\$350.00
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(Split between other entities holding election	TBD hours @ \$12 per hour)	
Approximate Total Due to Montague County		\$TBD

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MONTAGUE COUNTY, TEXAS

By: Ginger Wall

Ginger Wall Elections Administrator
Authorized Representative, Montague County, Texas

LESSEE: _____

Democratic Party Chair Representative