

**JOINT ELECTION AND ELECTION SERVICES AGREEMENT  
BETWEEN THE CITY OF DUMAS AND MOORE COUNTY**

This Agreement is made by and between Moore County ("County") and the City of Dumas, a Texas home-rule municipality ("City"), each an Entity and collectively the "Participating Entities", have each called an election;

WHEREAS, the Participating Entities desire to conduct these elections jointly, pursuant to Chapter 271, Texas Election Code, on May 4, 2024;

WHEREAS, the City is located in Moore County, and it is in the best interest of the voters of Moore County who reside within the boundaries of the City to conduct an efficient election by entering into a Joint Election and Election Services Agreement (the "Agreement").

NOW, THEREFORE, the City of Dumas adopts this Agreement to hold a joint election, to be conducted and administered by the County Clerk, Brenda McKanna, as follows:

1. SCOPE  
The Participating Entities will hold elections on May 4, 2024 ("Election Day") jointly for those City voters residing in Moore County.
  
2. BALLOT LANGUAGE  
Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish to be voted on by the qualified voters of that Participating Entity. The County will provide the City a final proof of ballot language, as it is to appear on the ballot, for final approval. The County will provide a sample ballot to the City. The ballots shall be printed in a timely fashion to be available for: posting on the City's, and County's website, Early Voting by mail, and for programming voting devices for Early Voting by personal appearance.
  
3. ELECTION CLERKS AND JUDGES  
The County Clerk shall serve as a joint Early Voting Clerk. Appointment of the Presiding Election Judges, Alternate Judges, assistant early voting clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the County. The County Clerk may employ 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 supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots.
  
4. RESPONSIBILITIES OF MOORE COUNTY  
Moore County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Moore County, and the City of Dumas including but not limited to the following:

- (a) Recommend and confirm all early voting polling place locations. Days and hours for early voting on weekdays will be those days and hours provided by the County, in accordance with State law.
- (b) Agree to receive and process requests for Early Voting by Mail.
- (c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (d) Procure and distribute all necessary election kits and supplies.
- (e) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
- (f) Notify the election judges of the date, time, and place of the election and arrange for a facility for holding the election.
- (g) Appoint the presiding officers of the early ballot board for processing ballots cast during early voting.
- (h) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (i) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (j) Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
- (k) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the County Clerk.
- (l) Provide and post a sample ballot, whether separate or joint, as may be required by law.
- (m) Post the Notice regarding the City's Election in a prominent location at all polling places during early voting and on Election Day.

5. CANVASS OF RESULTS

Each entity will be responsible for the canvass of the returns regarding its ballot items.

6. LOCATION OF COMMON POLLING PLACES

The common polling places for Election Day are:

<i>County Precinct Number</i>	<i>Polling Place Address</i>
<i>101</i>	<i>First Street Annex 310 E. 1st Street Dumas, Texas</i>


As stated in the Participating Entities' Orders of Election, early voting shall be conducted as follows:

First Street Annex 310 E. 1 <sup>st</sup> Street Dumas, Texas	April 22, 2024 – April 30, 2024	8:00am – 5:00pm
Sunray City Hall 405 North Main Street Sunray, Texas	April 22, 2024 – April 30, 2024	8:00am – 5:00pm

7. ALLOCATION OF ELECTION EXPENSES

- (a) The County shall initially pay the expenses, and subsequently invoice each Participating Entity for its share of the expenses. Joint election expenses include, but are not limited to, expenses for equipment rental, facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes. Upon receipt of an invoice for the County election expenses, the Entity shall pay the total amount of the invoice within thirty (30) days of receipt of said invoice.
- (b) The expense of any early voting polling places that are established at the request of an Entity(ies) other than those which are mutually agreed upon by all the Entities shall be borne by the requesting Entity.
- (c) An Entity may cancel an election but will be financially responsible for any expenses that were accrued, by the County, up to the time of cancellation.
- (d) In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
- (e) Election workers will be paid at the rate designated by Moore County, or as required by law, whichever is greater.

8. LEGAL NOTICES

- (a) Each Entity shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board, and for the posting or publication of election notices and all expenses related thereto. The Notice will be Bilingual and will be published or posted in both English and Spanish. The preceding sentences do not prevent the Entities or any combination of them from issuing a joint notice of election and sharing the cost of same. The Cities shall provide the County with the Notice of Election for posting by the County at all polling places.
- (b) Each Entity shall individually submit a request for preclearance from the United

- (b) Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.
- (c) To the extent of the law, the City respectively agrees to save and hold harmless the County Clerk from any and all claims arising out of the failure or omission of the City to perform its obligations under this contract.
- (d) To the extent of the law, the County Clerk agrees to save and hold harmless the City from any and all claims arising out of the failure or omission of the County and the County Clerk to perform their obligations under this contract.

9. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County Clerk and the City to vary the terms of this Agreement or election procedures or polling places as may be necessary to comply with applicable law or to comport with proper election procedures without the need for further action by the governing body of any Participating Entity.


10. EFFECTIVE DATE

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

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Attest:

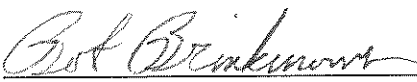
MOORE COUNTY, TEXAS

By:   
Rowdy Rhoades, Moore County Judge

Date: 2-12-24

Attest:

CITY OF DUMAS

By:   
Bob Brinkmann, Mayor

Date: 02/06/2024