

Changes

JOINT ELECTION AGREEMENT

This Agreement is made and entered by the County of Clay, acting through its officers, Judge Mike Campbell, Clay County Judge, Val McClain, Clay County Elections Administrator, and the Democratic Party, acting through its County Party Chair, Meta McCauley for the leasing, programming, supervision, and tabulation of the Democratic Primary Election.

This contract must be signed and returned to Clay 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 1, 2022, 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.

Precinct	Location
Early Voting	Wells Fargo Building 210 N. Bridge Street, Henrietta, TX
Election Day polling location	
Wells Fargo Building	210 N. Bridge, Henrietta, TX
Byers Community Center	610 Main St, Byers, TX
Vashti Community Center	9354 E FM 174, Bellevue, TX
1 st Baptist Church of Dean	7241 SH 79 N, Wichita Falls, TX
Jolly 1 st Baptist Church	321 Mowery St, Wichita Falls, TX
Thornberry Community Center	14318 FM 171 W, Wichita Falls, TX
Charlie Community Center	136 Sudan St, Wichita Falls, TX
Christ Community Fellowship Church	1143 Nakomis Tr, Wichita Falls, TX
Bluegrove Community Center	1865 FM 172, Henrietta, TX
Bellevue Community Center	509 Franklin St, Bellevue, TX
Buffalo Springs Community Center	6302 FM 174, Bellevue, TX
Petrolia VFD	124 S Central, Petrolia, TX
Veitenheimer Residence	2100 Veitenheimer Rd, Windthorst, TX

- III. Clay County Elections Administrator in connection with conducting the Democratic Primary Election, shall assume the following responsibilities:
 - A. Prepare lists of registered voters in the County.
 - B. Establish Early Voting and Election Day polling locations.

- C. The Democratic Party agrees to save and hold harmless the Clay County Elections Office from any and all claims made that arise out of the failure or omission of the Democratic Party to perform its obligations under this contract.
- D. The Clay County Elections Office agrees to save and hold harmless the Democratic Party from any and all claims made arising out of the failure or omission of the Clay County Elections Office to perform their obligations under this contract.
- E. The contracting officer shall file copies of this contract with the Clay County Elections Administrator, and the Democratic 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

- 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 Clay 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:

Val McClain, Clay County Election Administrator

Mike Campbell, Clay County Judge

For the Entity:

The Democratic County Chair, Meta McCauley

COUNTY OF CLAY

DATE: _____ By: _____
County Judge Mike Campbell

ATTEST:

Clay County Election Administrator

Democratic Party County Chair

BY: _____

DATE: _____