

# Joint Election Agreement

Political Subdivision of \_\_\_\_\_

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 4, 2024; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on May 4, 2024, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

## **I. Scope of Joint Election Agreement**

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 4, 2024 ("Joint Election").

## **II. Appoint Election Officer**

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

## **III. Early Voting and Election Day**

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court and/or authorized and ordered by the governing body of each Participating Entity.

## **IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment**

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, and training, are reflected in the Exhibit D - Cost Estimate, where incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

## **V. Reasonable Cooperation**

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

## **VI. Miscellaneous Provisions**

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.

2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.

3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.

4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.

5. The obligations under this Agreement are performable in Montgomery County, Texas.

6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

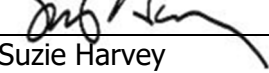
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

*See attached signature page(s):*

December 20, 2023  
Date

Signature:   
Printed name: Suzie Harvey  
Title: Contracting Officer  
Political Subdivision: Montgomery County, Texas  
All correspondence to be directed to:  
Montgomery County Elections Office  
Address: P. O. Box 2646  
City, State, Zip: Conroe, Texas 77305-2646  
Telephone: (936) 539-7843  
Fax: (936) 788-8340  
Email: suzie.harvey@mctx.org

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Political Subdivision: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
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Date

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