

JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY  
JOINT RESOLUTION

WHEREAS, the Democratic Party of the State of Texas, and the Republican Party of Ochiltree County, Texas, desire to enter into a 2020 Joint Primary Election Services Contract with the Ochiltree County Clerk, as the County Election Officer.

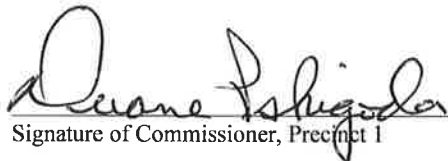
AND WHEREAS, the Commissioners Court of Ochiltree County, Texas desires to give authorization for said Contract.

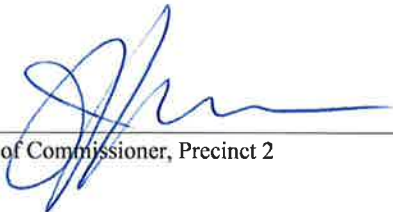
NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF OCHILTREE, COUNTY, TEXAS, THAT:


Said Commissioners Court authorizes a Joint Contract by and among, Glen Maxey, Primary Director, Texas Democratic Party, and Sandra Sears, Republican County Chair, and Cassi Laxton, County Election Officer of Ochiltree County, Texas, for the conduct and supervision of the Ochiltree County Joint Primary Election on March 3, 2020, and the Ochiltree County Joint Primary Runoff Election, if necessary, on May 26, 2020.

PASSED AND APPROVED, THIS 25<sup>th</sup> DAY OF NOVEMBER, 2019.

  
\_\_\_\_\_  
Signature of County Judge

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 1

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 2

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 3

  
\_\_\_\_\_  
Signature of Commissioner, Precinct 4

By: \_\_\_\_\_ County Democratic Party

By:  County Republican Party

County Election Officer

By:  \_\_\_\_\_, County Clerk

**2020 JOINT PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY  
ELECTIONS OFFICER STATE OF TEXAS, COUNTY OF OCHILTREE**

**THIS CONTRACT** is made and entered into this 25 day of November, 2019, by and between the Ochiltree County Republican Party, acting by and through the Chair of its County Executive Committee, Sandra Sears, hereinafter referred to as "Party," and Cassi Laxton, County Election Officer of Ochiltree County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Ochiltree County Joint Primary Election on March 3, 2020 (hereinafter referred to as the "election"), and the Ochiltree County Joint Runoff Primary Election, if necessary, on May 26, 2020 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Ochiltree County Commissioners Court on November 25, 2019, Ochiltree County Clerk and the County Chair(s) of the Ochiltree County Republican Party and Texas Democratic Party, respectively.

**THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

**1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost born by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.

1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.

1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)

1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the parties' respective Internet websites. If a party does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of Commissioners' Court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

**NOTE:** HB 1735 (2017) now requires the county election official to post a notice of the election and a notice of consolidated precincts, if applicable, on the party's website or, if the party does not maintain a website, the bulletin board used for posting notices of meetings of the Commissioners' Court.

1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.

1.8 Program, or arrange to have programmed, the ballot.

1.9 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.

1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.

1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.

1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election. **NOTE:** HB 1735 (2017) now requires the county election officer to prepare an unofficial tabulation of precinct results for the primary election. Additionally, HB 1735 also requires the authority establishing the central counting station to make periodic announcements of the current state of the tabulation including announcements on the county's website (if available).

1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.

1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code. **NOTE:** HB 1735 (2017) now requires the county election official to deliver this report to SOS no later than the 30<sup>th</sup> day after primary election day.

**2. Duties and Services of the Party.** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.

2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.

2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

**3. Compensation, Billing, and Payment.**

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election

judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

**NOTE:** HB 1735 (2017) now requires SOS to provide payment of primary expenses directly to the officer who incurs the expense rather than to the county chair.

3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.

3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

**4. Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the

cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

**5. Voting System.** The voting system to be used in the election and runoff election is ES&S (M100s and Automarks).

**6. Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

**7. General Provisions.**

7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Ochiltree County, Texas.

7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

*Name: Cassi Laxton*

*Mailing Address: 511 S. Main, Suite #8, Perryton, TX 79070*

*Tel.: 806-435-8039*

Fax: 806-435-2081

Email: claxton@ochiltree.net

For the Republican Party:

Name: Sandra Sears

Mailing Address: PO Box 664, Perryton, TX 79070

Tel.: 806-202-1183

Fax: 806-435-4266

Email: persan09@gmail.com

For the Democratic Party:

Name Glen Maxey

Mailing Address: 1106 Lavaca Ste. 100, Austin, TX 78705

Tel.: Cell - 512-656-6337 (preferred phone)

Office: 512-478-9800

Email: glen@glenmaxey.com

7.7 By their signatures below, the Contracting Officer and the Chair(s) of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By: [Signature] \_\_\_\_\_

Title: Ochiltree County Clerk

Date: 12-6-19

(Seal)



The Republican Party

By: [Signature] \_\_\_\_\_

Title: Republican Party Chair

Date: 12-6-19

The Democratic Party

By: \_\_\_\_\_

Title: Primary Director, Texas Democratic Party

Date: \_\_\_\_\_

# TEXAS DEMOCRATS

To: Election Administrators or County Clerks

From: Gilberto Hinojosa, Chair, Texas Democratic Party



Glen Maxey, Primary Director, Texas Democratic Party

RE: Democratic Primary in County without a Democratic Chair  
Democratic Primary in County where Texas Democratic Party if Fiscal Agent  
Filing for a Place on Ballot in County without a Democratic Chair

Pursuant to Texas Statute, in a county without a Democratic organization the Texas Democratic Party may request and the Clerk must agree to contract to conduct the Democratic Primary. The State Chair Gilberto Hinojosa or their designee (Glen Maxey) will serve in the same roles as a County Chair would do if there was one appointed in the county.

This is your notice that there currently is no County Chair (or the Texas Democratic Party is serving as the Fiscal Agent for the county chair) in your county. Chairman Hinojosa wishes to contract with you to conduct the primary in your county. Glen Maxey will be your contact and is authorized to sign all contracts and agreements.

In preparing for the Primary and executing all agreements, the Texas Democratic Party would prefer to do the following;

- 1) TDP wishes to conduct a Joint Primary with the Republican Party if they so desire.
- 2) TDP will work with the Clerk to consolidate precincts if need be to administer an efficient primary in small turn out counties.
- 3) TDP would prefer that the Clerk/EA pay election workers and be reimbursed by SOS.

No candidate may file for county or district offices with a county without a County Chair in place. If you are contacted by anyone inquiring about filing for a Democratic office, please refer them to Glen Maxey directly. We will explain the process for us to appoint someone as Chair so that the candidate may file before the deadline. In these situations, the TDP will usually continue to serve as the fiscal agent and the appointment of a Chair will not affect the agreements TDP and the Clerk have executed to run the primary.

If you have any questions, and as you prepare documents or contracts, please contact Glen Maxey.

Cell: 512.656.6337

Mailing Address: Texas Democratic Party, 1106 Lavaca Ste. 100, Austin TX 78701





Cassi Laxton &lt;claxton@ochiltree.net&gt;

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**Fwd: 2020 Democratic Primary Request to Contract**

1 message

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**County Clerk** <countyclerk@ochiltree.net>  
To: Cassi Laxton <claxton@ochiltree.net>

Thu, Oct 31, 2019 at 8:35 AM

----- Forwarded message -----

From: **Glen Maxey** <gmaxey@txdemocrats.org>

Date: Wed, Oct 30, 2019 at 1:30 PM

Subject: 2020 Democratic Primary Request to Contract

To: Glen Maxey &lt;glen@txdemocrats.org&gt;, Gilberto Hinojosa &lt;ghinojosa@ghinojosalaw.net&gt;, Manny Garcia &lt;manny@txdemocrats.org&gt;

Friends:

Attached you will find the official notification from Texas Democratic Party Chair Gilberto Hinojosa stating that there is currently not a Democratic County Chair in your county. Pursuant to the Texas Election Code, the TDP will wish to contract with you to hold the Democratic Primary and runoff if necessary there.

I will be your official contact. Please use my cell to contact me because I will respond immediately to calls there. I'm on email constantly and will respond to questions promptly.

We wish to have you contract for all services, including paying election workers. However, if for any reason you wish TDP to pay workers, let's discuss now, so that I am prepared to do so.

We agree to joint primaries where possible, and consider consolidating polling places if that is the most efficient for conduct of the election because of small turnout in your county.

Please note that if any potential local candidate asks you about filing for office, they should be directed to me. I will explain the process for them to help me get someone appointed as Chair to accept the filing. That will not affect the contracts the TDP signs with you and I will continue to administer the primary even if a Chair is appointed.

Thanks! Look forward to making this as efficient as possible!

Glen Maxey

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**Glen Maxey**  
**Primary Director, Texas Democratic Party**  
**Legislative Director, Texas Democratic Party**  
**Texas Democratic National Committeeman**

TDP Office: 1106 Lavaca Ste. 100, Austin TX 78701 512-478-9800  
TDP email: gmaxey@txdemocrats.org  
Personal: P O Box 301058, Austin TX 78703 glen@glenmaxey.com  
PREFERRED PHONE: Cell 512-656-6337

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County Clerk's Office  
Ochiltree County, Texas  
511 S. Main, Ste. 8  
Perryton, Texas 79070  
tel: (806) 435-8039  
fax: (806) 435-2081



**Memo To Chairs.docx**

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