

AGREEMENT TO CONDUCT JOINT ELECTION
BETWEEN _____ AND NUECES COUNTY
FOR THE NOVEMBER 3, 2026, ELECTION

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Agreement to Conduct Joint Election (this "Agreement") is entered into by and among _____, a political subdivision of the State of Texas (the "ENTITY"), and Nueces County, a political subdivision of the State of Texas, (the "COUNTY"), each individually, a "Entity" or, collectively, the "Entities," pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS the ENTITY and the COUNTY each expect to call an election to be held on November 3, 2026 ("Election Day"); and

WHEREAS the ENTITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS the ENTITY and the COUNTY desire to enter into a contract setting out the respective responsibilities of the Entities;

NOW, THEREFORE, the Entities agree as follows:

ARTICLE I
PURPOSE

1.01 The Entities have entered into this agreement to conduct a joint election on November 3, 2026. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II
JOINT ELECTION

2.01 The Entities agree to conduct their respective November 3, 2026, elections jointly pursuant to Chapter 271 of the Texas Election Code. The entities agree that early voting and regular Election Day voting shall be conducted jointly. The Entities agree to the use of common polling places for both early voting and Election Day, specifically the polling locations established by the Nueces County Commissioners Court. The Entities also agree that the election officers may be appointed to serve both elections. The Parties agree to use a single ballot where appropriate, and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III.
TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of last execution until all items with respect to this Contract have been completed.

ARTICLE IV
CONTRACT FOR ELECTION SERVICES

4.01 The Entity acknowledges that they have contracted for election services to be provided by the Nueces County Election Officer for the elections. The Nueces County Election Officer will serve as the Election Officer and the Early Voting Clerk for each entity for the joint election.

ARTICLE V
EACH ENTITY IS RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

5.01 All costs incurred by the entities attributable to the coordination, supervision, and running of the election and incurred on behalf of the entities, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on the Election Services Agreement with the County Election Officer, and each Entity will be responsible for their pro rata portion.

ARTICLE VI
GENERAL PROVISIONS

5.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the entities created hereunder are performable in Nueces County, Texas.

5.2 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.3 This Agreement constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.4 No amendment, modification, or alteration of this Agreement shall be binding unless it is in writing, dated subsequent to the date of the Agreement, and duly executed by all of the entities.

Remainder of page intentionally left blank; signature page to follow

IN TESTIMONY WHEREOF, the entities hereto have executed this Agreement on the dates identified below, with the effective date being the date of execution by the last signatory.

_____:

BY: _____

Date

NUECES COUNTY:

BY: _____
Connie Scott
County Judge

Date

Attest:

Kara Sands
County Clerk

Date