

# JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY JOINT RESOLUTION

WHEREAS, the Democratic Party of LAMB County, Texas, and the  
Republican Party of LAMB County, Texas, desire to enter into a 2024 Joint  
Primary Election Services Contract with the LAMB County Election Administrator/  
County Clerk, as the County Election Officer.

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

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

Said Commissioners Court authorizes a Joint Contract by and among, BRENDA CRUZ,  
Democratic Party Chair, and STEVE BUSBY, Republican County Chair, and  
TONYA RITCHIE, County Election Officer of LAMB County, Texas, for the conduct and  
supervision of the LAMB County Joint Primary Election on MARCH 5, 2024,  
and the LAMB County Joint Primary Runoff Election, if necessary, on MAY 28, 2024.

PASSED AND APPROVED, THIS 8th DAY OF January, 2024.

[Signature]  
Signature of Commissioner, Precinct 1  
[Signature]  
Signature of Commissioner, Precinct 3

[Signature]  
Signature of County Judge

[Signature]  
Signature of Commissioner, Precinct 2  
[Signature]  
Signature of Commissioner, Precinct 4



LAMB County Democratic Party  
By: [Signature], County Chair

LAMB County Republican Party  
By: [Signature], County Chair

County Elections Official  
By: [Signature], County Election Administrator/County Clerk

**JOINT PRIMARY ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_ LAMB \_\_\_\_\_**

**THIS CONTRACT** is made and entered into this 8<sup>th</sup> day of January, 2024, by and between the \_\_\_\_\_ LAMB County REPUBLICAN Party, acting by and through the Chair of its County Executive Committee, STEVE BUSBY (*name*), hereinafter referred to as "Party," and TONYA RITCHIE (*name*), County Election Officer of \_\_\_\_\_ LAMB 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 \_\_\_\_\_ LAMB County Joint Primary Election on MARCH 5, 2024 (hereinafter referred to as the "election"), and the \_\_\_\_\_ LAMB County Joint Runoff Primary Election, if necessary, on MAY 28, 2024 (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 \_\_\_\_\_ LAMB County Commissioners Court on January 8, 2024, \_\_\_\_\_ LAMB County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the \_\_\_\_\_ LAMB County Republican Party and \_\_\_\_\_ LAMB County 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 (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) 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 borne 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 county's Internet websites. If a county 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.
- 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 Post on the county's internet website and 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.
  - 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 the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 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 Office 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.
- 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
- 
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 (County Judge, if there is not a County Treasurer) and the County Auditor.

- 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: TONYA RITCHIE, LAMB COUNTY CLERK
Mailing Address: 100 6TH DRIVE ROOM 103, LITTLEFIELD, TEXAS 79339
Phone #: 806-385-4222
Fax: 806-385-6485
Email: <a href="mailto:tonya.ritchie@co.lamb.tx.us">tonya.ritchie@co.lamb.tx.us</a>

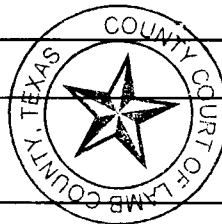
**For the Party:**

Name: STEVE BUSBY
Mailing Address: P.O. BOX 127, SPRINGLAKE, TEXAS 79082
Phone #: 806-240-0260
Fax: NA
Email: <a href="mailto:sbusby0260@gmail.com">sbusby0260@gmail.com</a>

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

**The Contracting Officer**

By: TONYA RITCHIE	<i>Tonya Ritchie</i>
Title: LAMB COUNTY CLERK	
Date: 1-8-2024	



**The Party**

By: STEVE BUSBY	<i>Steve Busby</i>
Title: LAMB COUNTY REPUBLICAN PARTY CHAIR	
Date: 1-8-2024	



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

**THIS CONTRACT** is made and entered into this 8<sup>th</sup> day of January, 2024, by and between the LAMB County DEMOCRATIC Party, acting by and through the Chair of its County Executive Committee, BRENDA CRUZ (*name*), hereinafter referred to as "Party," and TONYA RITCHIE (*name*), County Election Officer of LAMB 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 LAMB County Joint Primary Election on MARCH 5, 2024 (hereinafter referred to as the "election"), and the LAMB County Joint Runoff Primary Election, if necessary, on MAY 28, 2024 (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 LAMB County Commissioners Court on January 8, 2024, LAMB County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the LAMB County Republican Party and LAMB County 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 (~~strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code~~) 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 borne 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 county's Internet websites. If a county 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.
- 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 Post on the county's internet website and 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.
  - 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 the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 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 Office 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.
- 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
- 
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 (County Judge, if there is not a County Treasurer) and the County Auditor.

- 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:**

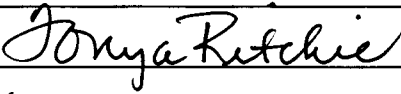
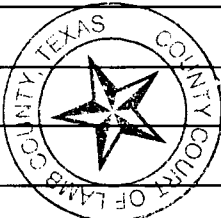
Name: TONYA RITCHIE, LAMB COUNTY CLERK
Mailing Address: 100 6TH DRIVE ROOM 103, LITTLEFIELD, TEXAS 79339
Phone #: 806-385-4222
Fax: 806-385-6485
Email: tonya.ritchie@co.lamb.tx.us

**For the Party:**

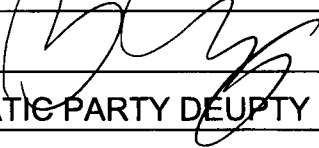
Name: BRENDA CRUZ
Mailing Address: 314 E HIGHLAND MALL MALL BLVD. SUITE 508, AUSTIN, TX 78752
Phone #: 956-286-7622
Fax: NA
Email: bcruz@txdemocrats.org

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

**The Contracting Officer**

By: TONYA RITCHIE		
Title: LAMB COUNTY CLERK		
Date: 1-8-2024		

**The Party**

By: BRENDA CRUZ	
Title: TX DEMOCRATIC PARTY DEUPTY VOTER PROTECTION DIRECTOR AND PR	
Date: December 29, 2023	

Print

Reset

**NOTICE OF GENERAL PRIMARY ELECTION (AVISO DE ELECCION PRIMARIA GENERAL)  
 DEMOCRATIC AND REPUBLICAN PARTIES(PARTIDOS)  
 MARCH 5, 2024 (05 de marzo de 2024)**

Notice to the Registered Voters of the County of LAMB, Texas (A los votantes registrados del Condado de LAMB, Texas);

Notice is hereby given that the polling places listed below will be open from 7:00am to 7:00pm, on March 5, 2024, for voting in a general primary election for the DEMOCRATIC and REPUBLICAN Parties to nominate federal officers, Members of the State Legislature, and state, district, county and precinct officers; and for the purpose of electing county and precinct chairs, and to adopt or reject the proposed Primary Ballot Propositions.

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00am hasta las 7:00pm el 5 de marzo de 2024 para votar en la elección primaria general para el Partidos DEMOCRATIC y REPUBLICAN para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al presidente del condado y del precinto, para adoptar o rechazar las propuestas de la Boleta de Votacion Primarias.

**Locations of Election Day MARCH 5, 2024 Polling Places**(Ubicación de las casillas electorales el Día de Elección)  
**ON ELECTION DAY, Voters MUST vote in their precinct where they are registered to Vote**  
 El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

**ELECTION DAY OPEN from 7:00am till 7:00pm open 12 hours**

PRECINCT	POLLING PLACE
1 and 5	Olton Community Building (Lion's Club) 406 2 <sup>nd</sup> Street, Olton, TX
3	Earth Community Center 1 <sup>st</sup> and Birch Streets, Earth, TX
4 and 11	Sudan Community Center 109 East 1 <sup>st</sup> Avenue, Sudan, TX
2,6,8 and 9	Lamb County Ag Center 1095 E. 17 <sup>th</sup> Street (17 <sup>th</sup> Street and Hall Avenue), Littlefield, TX
10	Amherst City Hall 1011 Main Street, Amherst, TX
12	Springlake First Baptist Church Youth Building Springlake, TX

**MAIN EARLY VOTING by personal appearance will be conducted each day at:**  
*(Votación anticipada principal por apariencia personal se llevara cada dia en):*  
 Lamb County Courthouse – Location (Sitio)  
 County Clerk's Office-Room 103 (Safe doors)  
 100 6<sup>th</sup> Drive, Littlefield, TX 79339 (Address) (Direccion)  
 806-385-4222 x214

**Early Voting Schedule follows: (Temprano Horario de votacion sigue):**

Tuesday (martes), February 20, 2024- 8:00am till 5:00pm open 9 hours  
 Wednesday (miercoles) February 21, 2024-8:00am till 5:00pm open 9 hours  
 Thursday (jueves), February 22, 2024-8:00am till 5:00pm open 9 hours  
 Friday (viernes), February 23, 2024- 8:00am till 5:00pm open 9 hours  
 Saturday (sabado) February 24, 2024-7:00am till 7:00pm open 12 hours  
 Sunday (domingo) February 25, 2024-11:00am till 5:00pm open 6 hours  
 Monday (lunes), February 26, 2024-7:00am till 7:00pm open 12 hours  
 Tuesday (martes), February 27, 2024-7:00am till 7:00pm open 12 hours  
 Wednesday (miercoles), February 28, 2024-7:00am till 7:00pm open 12 hours  
 Thursday (jueves), February 29, 2024-7:00am till 7:00pm open 12 hours  
 Friday (viernes), March 1, 2024- 7:00am till 7:00pm open 12 hours

**INTERNET WEBSITE: [www.co.lamb.tx.us](http://www.co.lamb.tx.us)**

**Applications for ballot by mail shall be mailed to:** *(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

Tonya Ritchie, Early Voting Clerk *(Nombre del Secretario/a de la Votación Adelantada)*  
 100 6<sup>th</sup> Drive, Room 103, Littlefield, Texas 79339 *(Dirección)*  
 806-385-4222 *(Número de teléfono)*  
[tonya.ritchie@co.lamb.tx.us](mailto:tonya.ritchie@co.lamb.tx.us) *(Dirección de Correo Electrónico)*

**Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on February 23, 2024.**  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el 2/23/2024)*  
**Federal Post Card Applications (FPCAs) must be received no later than the close of business on January 20, 2024.**  
*(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 1/20/2024.)*

Issued this the 5<sup>th</sup> day of January 2024.

Steve Busby Signature of REPUBLICAN Party Chair, Steve Busby

Brenda Cruz Signature of Texas DEMOCRATIC Party Deputy Voter Protection Director and Primary Administrator, Brenda Cruz

COPIED TO THE COUNTY CLERK'S OFFICE  
 FILED FOR RECORD  
 2024 JAN -8 P 1:22  
 No. 6820

