

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY of CROWLEY
NOVEMBER 5, 2013**

THIS AGREEMENT is made and entered into this 15 day of August 2013, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CITY of CROWLEY, TEXAS, acting by and through its Mayor or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" Special Election on November 5, 2013; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this November 5, 2013 Special Election of CITY: and

WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on November 5, 2013, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On November 5, 2013, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on November 5, 2013, shall have and use the election Judges and ES&S AutoMark voting equipment.

II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement.
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
 - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
 - c. Compensate election judges, alternate judges, and clerks.
 - d. Transport voting equipment to and from each polling location.
 - e. Rent, if necessary, voting location.
 - f. Provide lists of registered voters to the election judges.
 - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
 - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

3.01 Early Voting by Personal Appearance

- a. The Election Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY General Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in the City of Crowley may vote early at Johnson County Sub-Courthouse Burleson Annex, Room #104, 247 Elk Dr., Burleson, Texas 76028.
- c. Early Voting by personal appearance will begin on October 21, 2013, and will end on November 1, 2013. There will be no early voting on Saturdays, Sundays, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The (COUNTY) shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

e. Conduct the manual count.

3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 6 months.

IV. CITY

City shall have the following responsibilities in conducting this election on November 5, 2013;

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and submit to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1965, the required submission on voting changes with respect to the election.
- 4.06 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.07 Provide maps and other reference guides.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 8th and 13th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

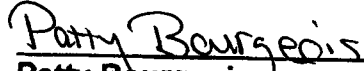
VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is cancelled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

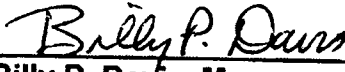
Signed the 20 day of August, 2013.



Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of City of Crowley, I hereby accept the terms of this Agreement.

Signed the 15 day of August, 2013.



Billy P. Davis, Mayor
City of Crowley

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 26th day of August, 2013.

COUNTY OF JOHNSON



County Judge,
Johnson County Commissioners
Court

Officials for notice:
Patty Bourgeois
Election Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

Billy P. Davis, Mayor
City of Crowley
201 E Main St.
Crowley, Texas 76036

**EXHIBIT A/B
(ANEXO A/B)**

**EARLY VOTING/ ELECTION DAY
POLLING LOCATION
CITY of CROWLEY
NOVEMBER 5, 2013
SPECIAL ELECTION
(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES
CENTRO DE VOTACIÓN
LA CIUDAD DE CROWLEY
5 DE NOVIEMBRE DEL 2013
ELECCIÓN DE ESPECIAL)**

October 21, 2013 through November 1, 2013 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 5, 2013, Special Election for only the City of Crowley is eligible for early voting by personal appearance. **Early voting by personal appearance will be conducted at the following times and locations:**

Monday, October 21, 2013 – Friday, October 25, 2013 hours: 8:00am until 5:00pm

Monday, October 28, 2013 - Wednesday, October 30, 2013 hours: 8:00am until 5:00pm

Thursday, October 31, 2013 – Friday, November 1, 2013 hours: 7:00am until 7:00pm

Excluding Weekend Hours:

(El plazo para la votación adelantada en persona es desde el 21 de octubre hasta el 1 de noviembre del 2013 (Sec. 85.001). Cualquier votante cualificado para votar en la Elección de Enmienda Constitucional del 5 de noviembre del 2013, es elegible para la votación adelantada en persona).

(La votación adelantada en persona se llevará a cabo en los siguientes horarios y lugares:

Lunes, 21 de octubre del 2013 – viernes, 25 de octubre del 2013; horas: 8:00am hasta 5:00pm

Lunes 28 de octubre del 2013 - miércoles, 30 de octubre del 2013; horas: 8:00am hasta 5:00pm

Jueves 31 de octubre del 2013 – viernes, 1 de noviembre del 2013; horas 7:00am hasta 7:00pm).

(Excluyendo Horario de fin de semana:)

November 5, 2013 Hours for Election Day are 7:00am until 7:00pm
(El 5 de noviembre del 2013, las horas para el Día De Elecciones son 7:00am hasta 7:00pm)

**EARLY VOTING & ELECTION DAY LOCATION
(CENTRO DE VOTACIÓN ADELANTADA Y PARA EL DÍA DE ELECCIONES)**

Johnson County Sub-Courthouse Burleson
247 Elk Dr. Rm. 104
Burleson, Texas 76028
(817) 556-6197

Exhibit C

COST OF SERVICE. The City of Crowley shall pay for services, supplies, and equipment in accordance with the following estimated cost schedule. The City of Crowley will be liable to pay all the expense that they have endured; and a 10% administration fee.

CITY of CROWLEY:

	Estimated	Actual
1. VOTING EQUIPMENT		
(X) Rental M650 Optical Scanner.....	\$ 0	\$ 0
(X) Rental ES&S Auto-Mark for HAVA Compliance... Rent 1 Auto-mark.....	\$ 250.00	\$
(X) In County Testing of ES&S Auto-Mark & M650 Optical Scanner 2 hrs @ \$10.00 Per hr X 2 people.....	\$ 40.00	\$
(X) Programming Charges/Coding/Media/shipping for 650 Central count & Auto-marks	\$ 1000.00	\$
(X) Printing Ballots/Layout/Spanish Coding/ Shipping	\$ 500.00	\$
(X) Publish Notice of Tabulation test	\$ 0	\$
(X) Delivery & P/Up of Auto-mark @ \$10.00 per hr for 2 hrs X 2 people.....	\$ 40.00	\$
(X) Building Rental \$100.00	\$ 100.00	\$
2. PERSONNEL EXPENSES		
(X) Ballot Board 3 persons for 5hrs = 15hrs @ \$10.00	\$ 150.00	\$
(X) Preparation of Supplies & Ballots 2 persons for 8 hrs = 16hrs @ \$10.00	\$ 160.00	\$
(X) Central Counting Station Personnel	\$ 0	\$
Manager and technical personnel.....	\$ 300.00	\$
(X) Security 1 for 5 hrs = 5hrs @ \$30.00.....	\$ 0	\$
3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS		
(X) Judges Kits Early Voting 1 @ \$38.00 ea.....	\$ 38.00	\$
(X) Ballot by Mail City of Crowley 10 @ \$5.00....	\$ 50.00	\$
(X) Early Voting Combination forms.....	\$ 20.00	\$
(X) Early Voting Judge 60hrs @ 11.00hr.	\$ 660.00	\$
(X) Early Voting Clerks 66hrs @ 10.00hr = \$660.00 x 2=	\$ 1320.00	\$
(X) Early Voting mileage reimbursement.....	\$ 300.00	\$
(X) Early Voting Pick up & delivery fee.....	\$ 25.00	\$
(X) Judges Kits Election Day 1 @ \$38.00 ea.....	\$ 38.00	\$
(X) ED. Combination forms	\$ 20.00	\$
(X) Election Day Judge 13 @ 11.00hr.....	\$ 143.00	\$

(X) Election Day Clerks 12 @ 10.00hr = \$120.00 X 2	\$ 240.00	\$
(X) Election Day Pick up & delivery fee	\$ 25.00	\$
(X) VR list, Supplies, toner cartridges, red seals, Etc.....	\$ 100.00	\$
Subtotal.....	\$ 5,519.00	\$
(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal	\$ 551.90	\$
TOTAL COST.....	\$ 6,070.90	\$

*** Per section 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by City within (30) days of said cancellation.