

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CLEBURNE INDEPENDENT SCHOOL DISTRICT
AUGUST 26, 2014**

THIS AGREEMENT is made and entered into this 10th day of July 2014, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CLEBURNE INDEPENDENT SCHOOL DISTRICT, acting by and through its Superintendent or his designee (hereinafter referred to as "ISD").

WHEREAS, the COUNTY will be conducting the "ISD" Special Election on August 26, 2014; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with ISD to conduct and furnish election services for this August 26, 2014 Special Election of ISD: and

WHEREAS, ISD 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 August 26, 2014 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 August 26, 2014, 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 August 26, 2014, 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 ISD 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 ISD 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 locations.
 - 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 ISD Special 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 ISD of Cleburne may vote early at

the Cleburne ISD Central Office; 505 N Ridgeway Dr., Ste. 100 Cleburne, Texas 76033.

- c. Early Voting by personal appearance will begin on August 11, 2014, and will end on August 22, 2014. 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. ISD 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 the ISD 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 electronic 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 22 months.

IV. ISD

- 4.01 ISD shall have the following responsibilities in conducting this election on August 26, 2014
- 4.02 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.
- 4.03 Prepare and publish information for the required election notice.
- 4.04 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot.
- 4.05 Approve final optical scan ballot wording for content, form, and spelling.
- 4.06 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.
- 4.07 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).
- 4.08 Provide maps and other reference guides.
- 4.09 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th 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 ISD and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. ISD 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 ISD will be invoiced by COUNTY and ISD 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 ISD agree that this Agreement will be terminated and ISD will owe a cancellation fee of \$75.00 to be paid by ISD 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 10th day of July, 2014

Patty Bourgeois
Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of Cleburne Independent School District, I hereby accept the terms of this Agreement.

Signed the 10th day of July, 2014.

Mr. Don Daniel
Mr. Don Daniel, Cleburne
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 11th day of August, 2014.

COUNTY OF JOHNSON

Don Beeson
County Judge Don Beeson, Commissioner, Precinct #4
Johnson County Commissioners
Court

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

Mr. Don Daniel, Cleburne
Superintendent
505 N Ridgeway Dr. Suite 100
Cleburne, Texas 76033

EXHIBIT A/B
CLEBURNE INDEPENDENT SCHOOL DISTRICT
EARLY VOTING/ ELECTION DAY
AUGUST 26, 2014
SPECIAL ELECTION

August 11, 2014 through August 22, 2014 is the period for early voting excluding weekend by personal appearance (Sec. 85.001). Any voter qualified to vote in the August 26, 2014, Special Election for the Cleburne ISD only is eligible for early voting by personal appearance.

EARLY VOTING

Main Early Voting Site:

Cleburne ISD Central Office
505 N Ridgeway Dr. Ste. 100
Cleburne, Texas 76033

Hours of Early Voting:

Monday, August 11, 2014	8:00a.m. to 5:00p.m.
Tuesday, August 12, 2014	8:00a.m. to 5:00p.m.
Wednesday, August 13, 2014	8:00a.m. to 5:00p.m.
Thursday, August 14, 2014	8:00a.m. to 5:00p.m.
Friday, August 15, 2014	8.00a.m. to 5:00p.m.
Monday, August 18, 2014	8:00a.m. to 5:00p.m.
Tuesday, August 19, 2014	8:00a.m. to 5:00p.m.
Wednesday, August 20, 2014	8:00a.m. to 5:00p.m.
Thursday, August 21, 2014	8:00a.m. to 7:00p.m.
Friday, August 22, 2014	8.00a.m. to 5:00p.m.

In addition to the main early voting site shown above, early voting by personal appearance will be conducted on Thursday, August 21, 2014 during the following hours and at the following locations:

All Temporary Branches will be open from 8:00a.m. to 7:00p.m.

Adams Elementary, 1492 Island Grove Rd. Cleburne, TX. 76033
Gerard Elementary, 1212 S. Hyde Park, Cleburne, TX. 76033
Coleman Elementary, 920 Westhill, Cleburne, TX 76033
Cooke Elementary, 902 Phillips, Cleburne, TX. 76033
Irving Elementary, 345 Hix Rd. Cleburne, TX. 76033
Marti Elementary, 2020 W. Kilpatrick, Cleburne, TX. 76033
Santa Fe Elementary, 1601 E. Henderson, Cleburne, TX.76033

ELECTION DAY VOTING

A Tax Ratification Election will be held in the Cleburne Independent School District on Tuesday, August 26, 2014 during the following hours and at the following location:

7:00a.m. to 7:00p.m.

Cleburne ISD Central Office
505 N. Ridgeway Dr., Ste. 100
Cleburne, Texas 76033

Exhibit C

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

CLEBURNE ISD:

	Estimated	Actual
1. VOTING EQUIPMENT		
(X) Rental M650 Optical Scanner.....\$	350.00	\$
(X) Rental ES&S Auto-Mark for HAVA Compliance... Rent 8 @ \$350.00	\$ 2800.00	\$
(X) In County Testing of ES&S Auto-Mark & M650 Optical Scanner 4 hrs @ \$10.00 per hrs X 2 people.....\$	80.00	\$
(X) Programming Charges/Coding/Media/shipping for 650 Central count & Auto-marks	\$ 4500.00	\$
(X) Printing Ballots/Layout/Spanish Coding/ Shipping	\$ 3000.00	\$
(X) Publish Notice of Tabulation test	\$ 106.00	\$
(X) Delivery & P/Up of Auto-mark @ \$10.00 per hr for 2 hrs X 2 people.....\$	40.00	\$
(X) Building Rental \$000.00	\$ 0.00	\$
2. PERSONNEL EXPENSES		
(X) Ballot Board 3 persons for 5hrs = 15hrs @ \$10.00	\$ 150.00	\$
(X) Preparation of Supplies & Ballots 2 persons for 16 hrs = 32hrs @ \$10.00	\$ 320.00	\$
(X) Central Counting Station Personnel 4persons 3hrs = 12hrs @ \$10.00	\$ 120.00	\$
(X) Manager and technical personnel.....\$	575.00	\$
(X) Security 1 for 5 hrs = 5hrs @ \$30.00.....\$	0.00	\$
3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS		
(X) Judges Kits Early Voting 8 @ \$38.00 ea..... \$	304.00	\$
(X) Ballot by Mail CISD: 265 @ \$5.00.....\$	1325.00	\$
(X) Early Voting Combination forms..... \$	30.00	\$
(X) Early Voting Judges 90hrs @ 11.00hr.....\$	990.00	\$
(X) Early Voting Judge 12hrs @ 11.00hr = \$132.00 X 7.....\$	924.00	\$
(X) Early Voting Clerks 85hrs @ 10.00hr = \$850.00 X 3.....\$	2550.00	\$
(X) Early Voting Clerks 12hrs @ 10.00hr = \$120.00 X 21.....\$	2520.00	\$
(X) Early Voting Pick up & delivery fee.....\$	200.00	\$
(X) Judges Kits Election Day 1 @ \$38.00 ea.....\$	38.00	\$
(X) ED. Combination forms 50 @ \$.35.....\$	17.50	\$
(X) Election Day Judge 13hrs @ 11.00hr..... \$	143.00	\$

(X) Election Day Clerks 12hrs @ 10.00hr = \$120.00 X 3	\$	360.00	\$
(X) Election Day Pick up & delivery fee	\$	25.00	\$
(X) Preparation VR list... 2 case legal paper @ \$52.00 ea.....	\$	104.00	\$
(X) VR list, Supplies, toner cartridges, red seals, Etc.....	\$	500.00	\$
Subtotal.....	\$	22071.50	\$
(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal	\$	2207.15	\$
TOTAL COST.....	\$	24,278.65	\$

*** Per section: 7.01**

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