

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND
GRANBURY INDEPENDENT SCHOOL DISTRICT
NOVEMBER 4, 2014**

THIS AGREEMENT is made and entered into this 22nd day of Sept. 2014, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and Independent School District of Granbury, TEXAS, acting by and through its Superintendent or his designee (hereinafter referred to as "ISD").

WHEREAS, the COUNTY will be conducting the "ISD" General Election on November 4, 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 November 4, 2014 General 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 November 4, 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 November 4, 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 November 4, 2014, shall have and use the election Judges and ES&S AutoMark voting equipment.

II. JOHNSON COUNTY EARLY VOTING

- 2.01 Prepare and provide the early Voting List for the ISD
- 2.02 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).

III. JOHNSON COUNTY ELECTION DAY

- 3.01 The COUNTY agrees to coordinate, supervise, and conduct the Election day, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement.
- a. Designate voting Election day 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 for Election day. 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 day judges, alternate judges, and clerks.
 - d. Transport voting equipment to and from each Election day 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.
 - i. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
 - j. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
 - k. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
 - l. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.
 - m. Conduct the manual count.

- 3.02 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. ISD EARLY VOTING

ISD shall have the following responsibilities in conducting this election on November 4, 2014;

- 4.01 Early Voting by Personal Appearance & Ballot by Mail
- a. The Administrative Assistant to Superintendent, Sandy Bruner shall serve as Early Voting Judge for the ISD 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 ISD of Granbury may vote early at, Granbury ISD Administrative Office, 600 W. Pear St. Granbury, TX 76048.
 - c. The ISD shall be responsible for early voting ballot requests by mail.
 - d. The ISD shall be responsible for all preparation of mail ballots including mailing ballot to voter.
- 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 CANCELLED

- 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:

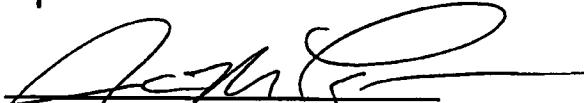
On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 22~~4~~ day of ~~Sept.~~ Sept., 2014.


Patty Bourgeois
Elections Administrator
Johnson County, Texas


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

Signed the 9 day of September, 2014.


James M. Largent, ED. D, Superintendent
Granbury Independent School District

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 22 day of September, 2014.

COUNTY OF JOHNSON


County Judge,
Johnson County Commissioners
Court

Officials for notice:

Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

James M. Largent, ED. D, Superintendent
Granbury Independent School District
600 W Pearl St.
Granbury, Texas 76048