

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND GRANDVIEW CITY  
NOVEMBER 8, 2016**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of August 2016, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and GRANDVIEW CITY, 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 8, 2016 for registered voters of Johnson County, Texas residing within City; 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 8, 2016 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 8, 2016 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 8, 2016, 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 8, 2016, 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 with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 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 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 Elections Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY 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 CITY of Grandview may vote early at the Elections Office; 103 S Walnut St., Cleburne, Texas 76033.
- c. Early Voting by personal appearance will begin on October 24, 2016, and will end on November 4, 2016. There will be 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 the 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. (7<sup>th</sup> 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 08, 2016;

- 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 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).
- 4.06 Provide maps and other reference guides.
- 4.07 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3<sup>rd</sup> and 11<sup>th</sup> 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 canceled 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 22<sup>nd</sup> day of August, 2016.

  
\_\_\_\_\_  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 10<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
Bart Clark, Grandview City  
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 22 day of August, 2016.

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

Bart Clark, Grandview City  
Mayor  
304 E Criner  
Grandview, Texas 76050

**EXHIBIT A/B**  
**(ANEXO A/B)**  
**EARLY VOTING/ ELECTION DAY**  
**POLLING LOCATION**  
**GRANDVIEW CITY**  
**NOVEMBER 08, 2016**  
**SPECIAL ELECTION**  
**(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES**  
**CENTRO DE VOTACIÓN**  
**GRANDVIEW CITY**  
**08 DE NOVIEMBRE DEL 2016**  
**ELECCIÓN ESPECIAL)**

**Exhibit A**  
**(Anexo A)**

October 24, 2016 through November 4, 2016 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 8, 2016, Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at the following location:

Monday, October 24, 2016 – Friday, October 28, 2016 hours: 8:00 am until 5:00 pm

Monday, October 31, 2016 - Friday, November 4, 2016 hours: 7:00 am until 7:00 pm

*(El 24 de octubre de 2016 al 4 de noviembre de 2016 es el período de la votación anticipada por la apariencia personal (Sec. 85.001). Cualquier votante calificado para votar en el 8 de noviembre de 2016, elecciones special es elegible para la votación anticipada por la apariencia personal.*

*Votación Temprana mediante la comparecencia personal se realizará en la siguiente ubicación:*

*Lunes, Octubre 24, 2016 - Viernes, 28 de octubre de 2016 Horario: 8:00 am hasta las 5:00 pm*

*Lunes, Octubre 31, 2016 - Viernes, 4 de noviembre de 2016 Horario: de 7:00 am hasta las 7:00 pm)*

**Hours for additional weekend early voting will be extended to the early voting location to include:**

**Saturday October 29, 2016, 7:00 am to 7:00 pm.**

**Sunday October 30, 2016, 11:00 am to 4:00 pm.**

*(Horas para la votación anticipada de fin de semana adicional será extendido a la votación temprana ubicación para incluir:*

*Sábado, Octubre 29, 2016, 7:00 am a 7:00 pm.*

*Domingo 30 de octubre, 2016, 11:00 am a 4:00 pm)*

**GRANDVIEW CITY**  
**EARLY VOTING LOCATION**  
**(GRANDVIEW CITY CENTRO DE VOTACIÓN**  
**ADELANTADA)**

Johnson County Elections  
103 S. Walnut St.  
Cleburne, Texas 76033

**Exhibit B**  
*(Anexo B)*

**ELECTION DAY LOCATIONS**  
*(Ubicaciones de la jornada electoral)*

**November 8, 2016 Hours for  
Election Day are 7:00 am. until 7:00 pm.**  
*(El 8 de noviembre de 2016 horas para el  
día de las elecciones son las 7:00 am. hasta las 7:00 pm)*

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**Grandview Church of Christ**  
*(Iglesia de Cristo de Grandview)*  
707 E. Criner  
Grandview, Texas 76050

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**Grandview Community Center**  
*(Centro Comunitario de Grandview)*  
206 W. Criner  
Grandview, Texas 76050



**Exhibit C**

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

**GRANDVIEW CITY: 2016 NOVEMBER 8th**

**Contracted Election with Johnson County/Separate Ballots 1 EV & 2 ED Location.**

<b>1. VOTING EQUIPMENT</b>	<b>Estimated</b>	<b>Actual</b>
(X) Rental M650 Optical Scanner .....	\$350.00	\$0.00
(X) Rental ES&S Auto-Mark for HAVA Compliance. 2 @ 350.00 .....	\$700.00	\$0.00
(X) In County Testing of ES&S Auto-Mark, & M650 Optical Scanner @ \$10.00 per hr for 2hrs X 2 people.....	\$40.00	\$0.00
(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks .....	\$600.00	\$0.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping .....	\$250.00	\$0.00
(X) Publish Notice of Tabulation test .....	\$20.00	\$0.00
(X) Delivery & P/Up of Auto-mark @ \$10.00 per hr for 2hrs X 2 people.....	\$40.00	\$0.00
(X) Building Rental.....	\$200.00	\$0.00
 <b>2. PERSONNEL EXPENSES</b>		
(X) Ballot Board @ \$10.00 per hr for 5 hrs X 3 people.....	\$150.00	\$0.00
(X) Preparation of Supplies & Ballots @ 10.00 per hr for 8 hrs X 2 people.....	\$160.00	\$0.00
(X) Central Counting Station Personnel.....	\$200.00	\$0.00
Manager and technical personnel.....	\$300.00	\$0.00
(X) Security @ \$35.00 per hr for 5 hrs X 1 deputy.....	\$175.00	\$0.00
 <b>3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS</b>		
(X) Judge's Kit Early Voting .....	\$40.00	\$0.00
(X) Ballot by Mail GVC: 50 @ \$5.00 .....	\$250.00	\$0.00
(X) Early Voting Combination forms .....	\$26.00	\$0.00
(X) Early Voting Judge @ 11.00 per hr for 130 hrs X 1 judge.....	\$1,430.00	\$0.00
(X) Early Voting Clerks @ 10.00 per hr for 117.50 hrs X 2 clerks.....	\$2,350.00	\$0.00
(X) Early Voting mileage reimbursement .....	\$0.00	\$0.00
(X) Early Voting Pick up & delivery fee .....	\$25.00	\$0.00
(X) Judge's Kit Election Day 2 @ \$40.00 ea.....	\$80.00	\$0.00

Exhibit C

(X) Election Day Combination forms .....	\$18.00	\$0.00
(X) Election Day Judge @ 11.00 per hr for 15hrs X 2 judges.....	\$330.00	\$0.00
(X) Election Day Clerks @ 10.00 per hr for 13 hrs X 4 clerks.....	\$520.00	\$0.00
(X) Election Day Pick up & delivery fee \$25.00 X 2.....	\$50.00	\$0.00
(X) Supplies, toner cartridges, red seals, & etc .....	\$300.00	\$0.00
Subtotal .....	\$8,604.00	\$0.00
(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal .....	\$860.40	\$0.00
<b>TOTAL COST ...</b>	<b>\$9,464.40</b>	<b>\$0.00</b>

**\* Per section: 7.01**

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

**\* Reference to:**