

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND CITY OF VENUS  
MAY 6, 2017**

THIS AGREEMENT is made and entered into this 13 day of February 2017, 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 VENUS, acting by and through its Mayor or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" General / Special Election on May 6, 2017 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 May 6, 2017 General / 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 May 6, 2017 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 May 6, 2017, 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 May 6, 2017, 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 General / 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 the CITY of Venus may vote early at the Venus Civic Center; 210 Walnut St., Venus, Texas 76084.
- c. Early Voting by personal appearance will begin on April 24, 2017, and will end on May 2, 2017. 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 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 May 6, 2017**

- 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.

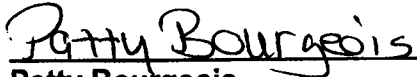
## **VII. TERMINATION IF ELECTION IS CANCELED**

- 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:**

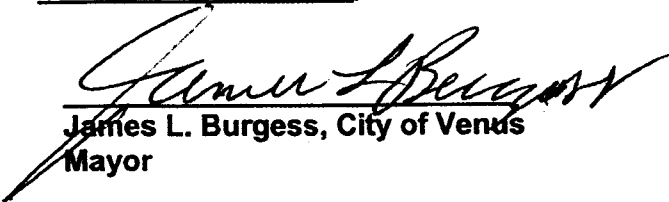
On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 14<sup>th</sup> day of February, 2017.

  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

  
James L. Burgess, City of Venus  
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 13<sup>th</sup> day of March, 2017.

**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 L. Burgess, City of Venus  
Mayor  
103 E, US HWY 67  
Venus, Texas 76084

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

**EARLY VOTING/ ELECTION DAY**  
**POLLING LOCATION**  
**VENUS CITY & VISD**  
**MAY 6, 2017**  
**GENERAL ELECTION**  
**(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES**  
**CENTRO DE VOTACIÓN**  
**VENUS CITY & VISD**  
**6 DE MAYO DEL 2017**  
**ELECCIÓN GENERAL)**

April 24, 2017 through May 2, 2017 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 6, 2017, General Election for only the Venus City & VISD is eligible for early voting by personal appearance.

*(El 24 de abril del 2017 hasta el 2 de mayo del 2017 es el plazo para votación adelantada en persona (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General del 6 de mayo del 2017, solamente para el Venus City & VISD califica para la votación adelantada en persona.)*

Early voting by personal appearance will be conducted each weekday at the following times and location:

**Monday, April 24, 2017 – Friday, April 28, 2017 hours: 8:00am until 5:00pm.**

*(La votación temprana por apariencia personal se llevará a cabo cada día de la semana en los siguientes horarios y ubicación: Lunes, 24 de abril del 2017 – viernes, 28 de abril del 2017; horas: 8:00am hasta 5:00pm Lunes, 24 de abril del 2017 – viernes, 28 de abril del 2017; horas: 8:00am hasta 5:00pm.)*

**Hours for additional early voting will be extended;**

**Monday, May 1, 2017 - Tuesday, May 2, 2017 hours: 7:00am until 7:00pm.**

*(Las horas adicionales para la votación adelantada serán extendidas; Lunes, 1 de mayo del 2017 - martes, 2 de mayo del 2017 horas: 7:00am hasta 7:00pm.)*

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

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

**May 6, 2017 Hours for Election Day are 7:00am until 7:00pm.**

*(El 6 de mayo del 2017, las horas para el Día De Elecciones son 7:00am hasta 7:00pm.)*

**Venus Community Center**  
*(Centro de la Comunidad Venus)*  
210 Walnut St.  
Venus, Texas 76064

**Exhibit C**

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

**CITY of VENUS & VENUS ISD: 2017 May Election**

**City = Pct. 8 & 25      ISD= Pct. 8, 24, 25, & 26**

<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. Rent 1 Auto-mark .....	\$350.00	\$0.00
(X) In County Testing of ES&S Auto-Mark & M650 Optical Scanner @ \$15.00 per hr for 2 hrs X 2 people .....	\$60.00	\$0.00
(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks .....	\$900.00	\$0.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping City & ISD Ballots.....	\$300.00	\$0.00
(X) Publish Notice of Tabulation test .....	\$0.00	\$0.00
(X) Delivery & P/Up of Auto-mark @ \$15.00 per hr for 2 hrs X 2 people .....	\$60.00	\$0.00
(X) Building Rental .....	\$0.00	\$0.00
 <b>2. PERSONNEL EXPENSES</b>		
(X) Ballot Board Judge @ \$13.00 hr for 5 hrs X 1 judge ....	\$65.00	
(X) Ballot Board @ \$11.00 hr for 5 hrs X 4 people .....	\$220.00	\$0.00
(X) Preparation of Supplies & Ballots @ 15.00 per hr for 8 hrs X 2 people .....	\$240.00	\$0.00
(X) Central Counting Station Personnel .....	\$275.00	\$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 1 @ \$40.00 ea .....	\$40.00	\$0.00
(X) Ballot by Mail City & ISD: 10 @ \$5.00 .....	\$50.00	\$0.00
(X) Early Voting Combination forms .....	\$26.00	\$0.00
(X) Early Voting Judge @ 13.00 hr for 70 hrs X 1 judge .....	\$910.00	\$0.00
(X) Early Voting Clerks @ 11.00 per hr for 70 hrs X 3 clerks .....	\$2,310.00	\$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 1 @ \$40.00 ea .....	\$40.00	\$0.00



**Exhibit C**

(X) Election Day Combination forms .....	\$18.00	\$0.00
(X) Election Day Judge @ 13.00 per hr for 13 hrs X 1 judge .....	\$169.00	\$0.00
(X) Election Day Clerks @ 11.00 per hr for 13 hrs X 3 clerks .....	\$429.00	\$0.00
(X) Election Day Pick up & delivery fee .....	\$25.00	\$0.00
(X) Preparation VR list 1/2 case legal paper .....	\$20.00	\$0.00
(X) Supplies, toner cartridges, red seals, & etc .....	\$100.00	\$0.00
<b>TOTAL SHARED COST..</b>	<b>\$7,457.00</b>	<b>\$0.00</b>

**City of Venus:**

(X) Shared Cost.....	\$3,728.50	\$0.00
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SUBTOTAL COST \$3,728.50

(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal .....	\$372.85	\$0.00
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**TOTAL COST ... \$4,101.35 \$0.00**

**Venus ISD:**

(X) Shared Cost.....	\$3,728.50	\$0.00
(X) Ballot by Mail ISD only: 5 @ \$5.00.....	\$25.00	\$0.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping ISD only Ballots.....	\$300.00	\$0.00

SUBTOTAL COST \$4,053.50

(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal .....	\$405.35	\$0.00
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**TOTAL COST ... \$4,458.85 \$0.00**

**\* Per section: 7.01**

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

**\* Reference to:**

**Exhibit D**

**CITY OF VENUS  
&  
VENUS ISD  
MAY 6, 2017  
GENERAL ELECTION**

**EARLY VOTING HEAD CLERK  
&  
ELECTION DAY JUDGE**

**Name**

**Location**

**City Pct. 8, 25**

**School Pct. 8, 24, 25, & 26**

**Early Voting Head Clerk**

Helen Graham

Venus Civic Center  
210 Walnut St.  
Venus, Texas 76084

**Election Day Judge**

Helen Graham

Venus Civic Center  
210 Walnut St.  
Venus, Texas 76084