

APR 8 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY:

TODAY'S DATE: 4-1-2019

DEPARTMENT: Elections

SIGNATURE OF DEPARTMENT HEAD: Patty Bourgeois

REQUESTED AGENDA DATE: 4-8-2019

SPECIFIC AGENDA WORDING: Consideration to approve the Election Agreement between Johnson County and the City of Venus, Venus ISD and Godley ISD.

PERSON(S) TO PRESENT ITEM: Patty Bourgeois

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 3

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: _____

WORKSHOP _____

CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

AUDITOR: _____

PERSONNEL: _____

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT: _____

PUBLIC WORKS: _____

OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY OF VENUS
MAY 4, 2019**

THIS AGREEMENT is made and entered into this 20th day of January, 2019, 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 4, 2019 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 4, 2019 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 4, 2019 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 4, 2019, 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 4, 2019, 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 CITY of Venus may vote early at the Elections Office; 103 S Walnut St., Cleburne, Texas 76033.**
- c. Early Voting by personal appearance will begin on April 22, 2019, and will end on May 3, 2019. 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. (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 22 months.

IV. CITY

CITY shall have the following responsibilities in conducting this election on May 4, 2019;

- 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 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 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 8th day of April, 2019.



Patty Bourgeois
Elections Administrator
Johnson County, Texas

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

Signed the 28th day of January, 2019.



James L. Burgess, Mayor City of Venus

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 8 day of April, 2019.

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, Mayor
City of Venus
105 E. HWY 67
Venus, Texas 76084

EXHIBIT A/B
(ANEXO A/B)

EARLY VOTING/ ELECTION DAY
POLLING LOCATION
CITY OF VENUS & ISD
MAY 4, 2019
GENERAL / SPECIAL ELECTION
(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES
CENTRO DE VOTACIÓN
CITY OF VENUS & ISD
4 DE MAYO DEL 2019
ELECCIÓN GENERAL/ESPECIAL)

April 22, 2019 through April 30, 2019 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 4, 2019, General/Special Election for only the City of Venus & ISD is eligible for early voting by personal appearance.

(El 22 de abril del 2019 hasta el 30 de abril del 2019 es el plazo para votación adelantada en persona (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General/Especial del 4 de mayo del 2019, solamente para el City of Venus & ISD 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 22, 2019 – Friday, April 26, 2019 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, 22 de abril del 2019 – viernes, 26 de abril del 2019; horas: 8:00am hasta 5:00pm)

Hours for additional early voting will be extended;

Monday, April 29, 2019 - Tuesday, April 30, 2019 hours: 7:00am until 7:00pm.

(Las horas adicionales para la votación adelantada serán extendidas; Lunes, 29 de abril del 2019 - martes, 30 de abril del 2019 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 4, 2019 Hours for Election Day are 7:00am until 7:00pm

(El 4 de mayo del 2019, las horas para el Día De Elecciones son 7:00am hasta 7:00pm)

City of Venus & ISD
Venus Civic Center
210 S. Walnut St.
Venus, Texas 76084

Exhibit C

COST OF SERVICE. The City of Venus and ISD shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Venus and ISD will be liable to pay all the expense that have endured; and a 10% administration fee. Shared cost lines (SC) have already been divided between both entities.

THE CITY OF VENUS & ISD: 2019 MAY 4th

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

Contracted Election with Johnson County/ 1 EV & 1 ED Location.

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
SC (X) Rental M650 Optical Scanner	\$350.00	
SC (X) Rental ES&S Auto-Mark for HAVA Compliance. 1 @ 350.00	\$350.00	
SC (X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks	\$650.00	
SC (X) Printing Ballots/Layout/Spanish Coding/ shipping	\$600.00	
SC (X) Publish Notice of Tabulation test	\$125.00	
SC (X) Building Rental.....	\$0.00	
 2. CENTRAL COUNT EXPENSES		
SC (X) CC Station Manager.....	\$75.00	
SC (X) Tabulation Supervisor.....	\$150.00	
SC (X) Assistant Tabulation Supervisor.....	\$100.00	
SC (X) ENR Assistant.....	\$75.00	
SC (X) ENR Assistant.....	\$75.00	
SC (X) CC Station Judges & Clerks 5 x \$11.00 x 5Hrs.....	\$275.00	
SC (X) Early Voting Ballot Board Judge 1 x \$13.00 x 15Hrs.....	\$195.00	
SC (X) Early Voting Ballot Board Personnel 5 x \$11.00 x 13Hrs.....	\$715.00	
SC (X) Provisional/Late Ballot Board Judge 1 x \$13.00 x 8Hrs.....	\$104.00	
SC (X) Provisional/Late Ballot Board Clerks 3 x \$11.00 x 8Hrs....	\$264.00	
SC (X) Security 2 x \$35.00 x 6Hrs.....	\$420.00	
 3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS		
SC (X) Judge's Kit Early Voting	\$40.00	
(X) Ballot by Mail VEC & VES: 50 @ \$5.00	\$250.00	
SC (X) Early Voting Judge @ 13.00 per hr for 80 hrs X 1 judge.....	\$1,040.00	
SC (X) Early Voting Clerks @ 11.00 per hr for 75 hrs X 3 clerks.....	\$2,475.00	
(X) Early Voting mileage reimbursement	\$100.00	
(X) Early Voting Pick up & delivery fee	\$25.00	

Exhibit C

(X) Judge's Kit Election Day	\$40.00
(X) Election Day Judge @ 13.00 per hr for 15hrs	
X 1 judge.....	\$195.00
(X) Election Day Clerks @ 11.00 per hr for 13 hrs	
X 3 clerks.....	\$429.00
(X) Election Day Pick up & delivery fee	\$25.00
(X) Supplies, toner cartridges, red seals, & etc	\$300.00
TOTAL SHARED COST.....	\$9,442.00

City of Venus:

(X) Shared Cost.....	\$4,721.00
SUBTOTAL COST	\$4,721.00
(X) CONTRACT ADMINISTRATIVE FEE COST	
10% of subtotal	\$472.10
TOTAL COST ...	\$5,193.10

Venus ISD

(X) Shared Cost.....	\$4,721.00
(X) Ballot by Mail VES: 50 @ \$5.00	\$250.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping	\$500.00
SUBTOTAL COST	\$5,471.00
(X) CONTRACT ADMINISTRATIVE FEE COST	
10% of subtotal	\$472.10
TOTAL COST ...	\$5,943.10

*** 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:**

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND VENUS INDEPENDENT SCHOOL DISTRICT
MAY 4, 2019**

THIS AGREEMENT is made and entered into this 23 day of January 2019, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and VENUS 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" General Election on May 4, 2019 for registered voters of Johnson County, Texas residing within ISD; 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 May 4, 2019 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 May 4, 2019 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 4, 2019, 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 4, 2019, 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 ISD.

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 Elections Administrator, Patty Bourgeois 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 Venus may vote early at the Venus Civic Center; 210 S. Walnut St., Venus, Texas 76084.**
- c. Early Voting by personal appearance will begin on April 22, 2019, and will end on May 3, 2019. 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 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 22 months.

IV. ISD

ISD shall have the following responsibilities in conducting this election on May 4, 2019

- 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 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 canceled 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 8th day of April, 2019.



Patty Bourgeois
Elections Administrator
Johnson County, Texas

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

Signed the 23 day of January, 2019.



James Hopper, Venus
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 8 day of April, 2019

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 Hopper, Venus
Superintendent
100 Student Dr.
Venus, Texas 76084

EXHIBIT A/B
(ANEXO A/B)

EARLY VOTING/ ELECTION DAY
POLLING LOCATION
CITY OF VENUS & ISD
MAY 4, 2019
GENERAL / SPECIAL ELECTION
(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES
CENTRO DE VOTACIÓN
CITY OF VENUS & ISD
4 DE MAYO DEL 2019
ELECCIÓN GENERAL/ESPECIAL)

April 22, 2019 through April 30, 2019 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 4, 2019, General/Special Election for only the City of Venus & ISD is eligible for early voting by personal appearance.

(El 22 de abril del 2019 hasta el 30 de abril del 2019 es el plazo para votación adelantada en persona (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General/Especial del 4 de mayo del 2019, solamente para el City of Venus & ISD 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 22, 2019 – Friday, April 26, 2019 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, 22 de abril del 2019 – viernes, 26 de abril del 2019; horas: 8:00am hasta 5:00pm)

Hours for additional early voting will be extended;

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(Las horas adicionales para la votación adelantada serán extendidas; Lunes, 29 de abril del 2019 - martes, 30 de abril del 2019 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 4, 2019 Hours for Election Day are 7:00am until 7:00pm

(El 4 de mayo del 2019, las horas para el Día De Elecciones son 7:00am hasta 7:00pm)

City of Venus & ISD
Venus Civic Center
210 S. Walnut St.
Venus, Texas 76084

Exhibit C

COST OF SERVICE. The City of Venus and ISD shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Venus and ISD will be liable to pay all the expense that have endured; and a 10% administration fee. Shared cost lines (SC) have already been divided between both entities.

THE CITY OF VENUS & ISD: 2019 MAY 4th

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

Contracted Election with Johnson County/ 1 EV & 1 ED Location.

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
SC (X) Rental M650 Optical Scanner	\$350.00	
SC (X) Rental ES&S Auto-Mark for HAVA Compliance. 1 @ 350.00	\$350.00	
SC (X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks	\$650.00	
SC (X) Printing Ballots/Layout/Spanish Coding/ shipping	\$600.00	
SC (X) Publish Notice of Tabulation test	\$125.00	
SC (X) Building Rental	\$0.00	
 2. CENTRAL COUNT EXPENSES		
SC (X) CC Station Manager	\$75.00	
SC (X) Tabulation Supervisor	\$150.00	
SC (X) Assistant Tabulation Supervisor	\$100.00	
SC (X) ENR Assistant	\$75.00	
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SC (X) CC Station Judges & Clerks 5 x \$11.00 x 5Hrs	\$275.00	
SC (X) Early Voting Ballot Board Judge 1 x \$13.00 x 15Hrs	\$195.00	
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SC (X) Security 2 x \$35.00 x 6Hrs	\$420.00	
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(X) Ballot by Mail VEC & VES: 50 @ \$5.00	\$250.00	
SC (X) Early Voting Judge @ 13.00 per hr for 80 hrs X 1 judge	\$1,040.00	
SC (X) Early Voting Clerks @ 11.00 per hr for 75 hrs X 3 clerks	\$2,475.00	
(X) Early Voting mileage reimbursement	\$100.00	
(X) Early Voting Pick up & delivery fee	\$25.00	

Exhibit C

(X) Judge's Kit Election Day	\$40.00
(X) Election Day Judge @ 13.00 per hr for 15hrs	
X 1 judge.....	\$195.00
(X) Election Day Clerks @ 11.00 per hr for 13 hrs	
X 3 clerks.....	\$429.00
(X) Election Day Pick up & delivery fee	\$25.00
(X) Supplies, toner cartridges, red seals, & etc	\$300.00
 TOTAL SHARED COST.....	 \$9,442.00

City of Venus:

(X) Shared Cost.....	\$4,721.00
SUBTOTAL COST	\$4,721.00
(X) CONTRACT ADMINISTRATIVE FEE COST	
10% of subtotal	\$472.10
TOTAL COST ...	\$5,193.10

Venus ISD

(X) Shared Cost.....	\$4,721.00
(X) Ballot by Mail VES: 50 @ \$5.00	\$250.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping	\$500.00
SUBTOTAL COST	\$5,471.00
(X) CONTRACT ADMINISTRATIVE FEE COST	
10% of subtotal	\$472.10
TOTAL COST ...	\$5,943.10

*** 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:**

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND GODLEY INDEPENDENT SCHOOL DISTRICT
MAY 4, 2019**

THIS AGREEMENT is made and entered into this 25 day of January, 2019, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and GODLEY 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" General Election on May 4, 2019 for registered voters of Johnson County, Texas residing within ISD; 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 May 4, 2019 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 May 4, 2019 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 4, 2019, 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 4, 2019, 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 ISD.

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 Elections Administrator, Patty Bourgeois 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 Godley may vote early at the Godley City Hall; 200 W. Railroad St., Godley, Texas 76044.
- c. Early Voting by personal appearance will begin on April 22, 2019, and will end on April 30, 2019. 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 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 22 months.

IV. ISD

ISD shall have the following responsibilities in conducting this election on May 4, 2019

- 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 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.

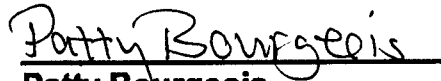
VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled 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 8th day of April, 2019.


Patty Bourgeois
Elections Administrator
Johnson County, Texas

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

Signed the 25th day of January, 2019.


Dr. Rich Dear, Godley
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 8 day of April, 2019

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

Dr. Rich Dear, Godley
Superintendent
313 N. Pearson
Godley, Texas 76044

EXHIBIT A/B
(ANEXO A/B)

EARLY VOTING/ ELECTION DAY
POLLING LOCATION
GODLEY ISD
MAY 4, 2019
GENERAL ELECTION
(VOTACIÓN ADELANTADA/DÍA DE ELECCIONES
CENTRO DE VOTACIÓN
GODLEY ISD
4 DE MAYO DEL 2019
ELECCIÓN GENERAL)

April 22, 2019 through April 30, 2019 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 4, 2019, General Election for only the Godley ISD is eligible for early voting by personal appearance. *(El 22 de abril del 2019 hasta el 30 de abril del 2019 es el plazo para votación adelantada en persona (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General del 4 de mayo del 2019, solamente para el Godley ISD 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 22, 2019 – Friday, April 26, 2019 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, 22 de abril del 2019 – viernes, 26 de abril del 2019; horas: 8:00am hasta 5:00pm)

Hours for additional early voting will be extended;
Monday, April 29, 2019 - Tuesday, April 30, 2019 hours: 7:00am until 7:00pm.
(Las horas adicionales para la votación adelantada serán extendidas; Lunes, 29 de abril del 2019 - martes, 30 de abril del 2019 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 4, 2019 Hours for Election Day are 7:00am until 7:00pm
(El 4 de mayo del 2019, las horas para el Día De Elecciones son 7:00am hasta 7:00pm)

Godley ISD General Election

Godley City Municipal Complex
200 W. Railroad St.
Godley, Texas 76044

Exhibit C

COST OF SERVICE. Godley ISD shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. Godley ISD will be liable to pay all the expense that have endured; and a 10% administration fee. Shared cost lines (SC) have already been divided between entities if applicable. **This Exhibit does not include weekend hours for Judges and Clerks.**

GODLEY ISD: 2019 MAY 4th PCT: 1,2,14,15,30,32, & 33
Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
(X) Rental M650 Optical Scanner	\$350.00	
(X) Rental ES&S Auto-Mark for HAVA Compliance. 1 @ 350.00	\$350.00	
(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks	\$650.00	
(X) Printing Ballots/Layout/Spanish Coding/ shipping	\$850.00	
SC (X) Publish Notice of Tabulation test	\$125.00	
SC (X) Building Rental	\$0.00	
 2. CENTRAL COUNT EXPENSES		
SC (X) CC Station Manager.....	\$75.00	
SC (X) Tabulation Supervisor.....	\$150.00	
SC (X) Assistant Tabulation Supervisor.....	\$100.00	
SC (X) ENR Assistant.....	\$75.00	
SC (X) ENR Assistant.....	\$75.00	
SC (X) CC Station Judges & Clerks 5 x \$11.00 x 5Hrs.....	\$275.00	
SC (X) Early Voting Ballot Board Judge 1 x \$13.00 x 15Hrs.....	\$195.00	
SC (X) Early Voting Ballot Board Personnel 5 x \$11.00 x 13Hrs.....	\$715.00	
SC (X) Provisional/Late Ballot Board Judge 1 x \$13.00 x 8Hrs.....	\$104.00	
SC (X) Provisional/Late Ballot Board Clerks 3 x \$11.00 x 8Hrs....	\$264.00	
SC (X) Security 2 x \$35.00 x 6Hrs.....	\$420.00	
 3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS		
(X) Judge's Kit Early Voting	\$40.00	
(X) Ballot by Mail GOS: 50 @ \$5.00	\$250.00	
(X) Early Voting Judge @ 13.00 per hr for 80 hrs X 1 judge.....	\$1,040.00	
(X) Early Voting Clerks @ 11.00 per hr for 75 hrs X 2 clerks.....	\$1,650.00	
(X) Early Voting mileage reimbursement	\$100.00	
(X) Early Voting Pick up & delivery fee	\$25.00	

