

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY OF KEENE
NOVEMBER 3, 2020**

THIS AGREEMENT is made and entered into this 30th day of July 2020, 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 KEENE, acting by and through its Mayor or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" General Election on November 3, 2020 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 3, 2020 General 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 3, 2020 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 3, 2020, 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 3, 2020, 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 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 Keene may vote early at the Elections Office; 103 S. Walnut St, Cleburne, Texas 76033.

- c. Early Voting by personal appearance will begin on October 13, 2020, and will end on October 30, 2020. 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. (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 November 3, 2020

- 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. All documents must be delivered to the County Elections office by the 18th day of August 2020. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 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 Assist the Election Administrator with providing Election Personnel.
- 4.08 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 3rd day of Aug., 2020.



Patty Bourgeois
Elections Administrator
Johnson County, Texas

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


Signed the 30th day of July, 2020.



Gary Heinrich, City of Keene
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 10 day of August, 2020.

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

Gary Heinrich, City of Keene
Mayor
Po Box 637
Keene, Texas 76059

EXHIBIT A

**CITY OF KEENE GENERAL ELECTION
NOVEMBER 3, 2020
EARLY VOTING POLLING LOCATION
(ELECCIÓN GENERAL CITY OF KEENE
3 DE NOVIEMBRE DEL 2020
CENTRO PARA VOTACIÓN ADELANTADA)**

October 13, 2020 through October 30, 2020 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 3, 2020, City of Keene General Election is eligible for early voting by personal appearance.

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

Tuesday, October 13, 2020 – Friday, October 16, 2020 hours: 8:00 am until 6:00 pm

Monday, October 19, 2020 – Friday, October 23, 2020 hours: 8:00 am until 6:00 pm

Monday, October 26, 2020 - Friday, October 30, 2020 hours: 7:00 am until 7:00 pm

(El plazo para la votación adelantada en persona es desde el 13 de Octubre hasta el 30 de Octubre del 2020 (Sec. 85.001). Cualquier votante calificado para votar en Elección General City of Keene del 3 de Noviembre del 2020, es elegible para la votación adelantada en persona.

La votación adelantada en persona se llevará a cabo en todas las siguiente ubicacion:

Martes, 13 de Octubre del 2020 – Viernes, 16 de Octubre del 2020; horas: 8:00 am hasta 6:00 pm

unes, 19 de Octubre del 2020 – Viernes, 23 de Octubre del 2020; horas: 8:00 am hasta 6:00 pm

Lunes, 26 de Octubre del 2020 - Viernes, 30 de Octubre del 2020; horas: 7:00 am hasta 7:00 pm)

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

Saturday October 24, 2020, 7:00 am to 7:00 pm.

Sunday October 25, 2020, 11:00 am to 4:00 pm

(Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en la ubicacione para votación adelantada incluyendo:

Sábado, 24 de Octubre del 2020, 7:00 am hasta 7:00 pm

Domingo, 25 de Octubre del 2020, 11:00 am hasta 4:00 pm)

Early Voting

Johnson County Elections

(Elecciones del condado de Johnson)

103 S. Walnut St.

Cleburne, Texas 76033

EXHIBIT B

**CITY OF KEENE GENERAL ELECTION
NOVEMBER 3, 2020
POLLING LOCATIONS
7:00am -7:00pm
(ELECCIÓN GENERAL CITY OF KEENE
3 DE NOVIEMBRE DEL 2020
CENTROS DE VOTACIÓN)**

Pct. 13 **Lane Prairie Baptist Church**
(Iglesia Bautista Lane Prairie)
412 CR 704
Joshua, Texas 76058

Pct. 21 **The Heights Church**
(La iglesia de las alturas)
1315 Grandview Hwy.
Cleburne, Texas 76031

Pct. 22 **Keene Community Center**
(Centro Comunitario Keene)
1000 N. Old Betsy Rd
Cleburne, Texas 76031

Pct. 28 **St. Anthony's Anglican Church**
(Iglesia Anglicana de San Antonio)
129 Percifield Trl.
Alvarado, Texas 76009

Exhibit C

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

**THE CITY OF KEENE: 2020 NOVEMBER 3rd
Contracted Election with Johnson County/Separate Ballots 1 EV & 4 ED Location.
Pct. 13, 21, 22, & 28**

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
SC (X) Rental M650 Optical Scanner	\$175.00	\$0.00
SC (X) Rental ES&S Auto-Mark for HAVA Compliance. 4 @ 350.00	\$700.00	\$0.00
SC (X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks	\$700.00	\$0.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping	\$900.00	\$0.00
SC (X) Publish Notice of Tabulation test	\$125.00	\$0.00
SC (X) Building Rental.....	\$100.00	\$0.00
 2. CENTRAL COUNT EXPENSES		
SC (X) CC Station Manager.....	\$62.50	\$0.00
SC (X) Tabulation Supervisor.....	\$75.00	\$0.00
SC (X) Assistant Tabulation Supervisor.....	\$75.00	\$0.00
SC (X) ENR Manager.....	\$50.00	\$0.00
SC (X) ENR Assistant.....	\$37.50	\$0.00
SC (X) ENR Assistant.....	\$37.50	\$0.00
SC (X) CC Station Clerks 20 x \$11.00 x 6Hrs.....	\$660.00	\$0.00
SC (X) Early Voting Ballot Board Judge 1 x \$13.00 x 32Hrs.....	\$208.00	\$0.00
SC (X) Early Voting Ballot Board Personnel 8 x \$11.00 x 32Hrs.....	\$1,408.00	\$0.00
SC (X) Provisional/Late Ballot Board Judge 1 x \$13.00 x 8Hrs.....	\$52.00	\$0.00
SC (X) Provisional/Late Ballot Board Clerks 3 x \$11.00 x 8Hrs....	\$132.00	\$0.00
SC (X) Security 4 x \$35.00 x 6Hrs.....	\$420.00	\$0.00
 3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS		
(X) Judge's Kit Early Voting 1 @ \$40.00.....	\$40.00	\$0.00
(X) Ballot by Mail KEC: 50 @ \$5.00	\$250.00	\$0.00
(X) Early Voting Judge @ 13.00 per hr for 140 hrs X 1 judges.....	\$1,820.00	\$0.00

Exhibit C

(X) Early Voting Clerks @ 11.00 per hr for 130 hrs		
X 3 clerks.....	\$4,290.00	\$0.00
(X) Early Voting mileage reimbursement	\$100.00	\$0.00
(X) Early Voting Pick up & delivery fee	\$25.00	\$0.00
(X) Judge's Kit Election Day 4 @ \$40.00.....	\$160.00	\$0.00
(X) Election Day Judge @ 13.00 per hr for 16hrs		
X 4 judges.....	\$832.00	\$0.00
(X) Election Day Clerks @ 11.00 per hr for 13 hrs		
X 12 clerks.....	\$1,716.00	\$0.00
(X) Election Day Pick up & delivery fee	\$100.00	\$0.00
(X) Supplies, toner cartridges, red seals, & etc	\$350.00	\$0.00
Subtotal	\$15,600.50	\$0.00
(X) CONTRACT ADMINISTRATIVE FEE COST		
10% of subtotal	\$1,560.05	\$0.00
TOTAL COST ...	\$17,160.55	\$0.00

******Shared Cost (SC) have been divided by 2 Entities (Johnson County & City of Keene)**

If other entities contract with Johnson County some share cost may change.

*** Per section: 7.01**

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

AUG 10 2020

REQUEST FOR AGENDA PLACEMENT FORM

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

Approved

SUBMITTED BY:

TODAY'S DATE: 8-3-20

DEPARTMENT: Elections

SIGNATURE OF DEPARTMENT HEAD: Patty Bourgeois

REQUESTED AGENDA DATE: 8-10-2020

SPECIFIC AGENDA WORDING: Consideration to approve the contract agreement between Johnson County and City of Cleburne, City of Burleson, City of Joshua, City of Godley, City of Alvarado, City of Mansfield, City of Keene, City of Rio Vista, City of Venus and Town of Cross Timber, for the November 3, 2020 Election.

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 _____