

**AGENDA PLACEMENT FORM**

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

**Date:** 2-15-2023

COMMISSIONERS COURT

**Meeting Date:** 2-27-2023

FEB 27 2023

**Submitted By:** Patty Bourgeois

**Department/Office:** Elections Office

**Approved**

**Signature of Director/Official:** *Patty Bourgeois*

**Agenda Title:**

Approval of Election Agreement's for the May 6, 2023 Elections.

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration for approval of the Election agreements for Johnson County to conduct the Elections on May 6, 2023 with the City of Burleson, Burleson ISD, City of Mansfield, Mansfield ISD, City of Godley, Godley ISD, City of Alvarado, Alvarado ISD, City of Grandview, City of Cresson, and Cresson Crossroads MUD NO.2.

(May attach additional sheets if necessary)

Person to Present: Patty Bourgeois

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney  IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) Treasurer

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND CITY OF MANSFIELD  
MAY 6, 2023**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of January 2023, 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 MANSFIELD, 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 May 6, 2023 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, 2023 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 May 6, 2023 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, 2023, 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, 2023, 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 Mansfield may vote early at the Commissioner Pct. 3; 10420 E. FM 917, Alvarado, Texas 76009 and Johnson County Elections, 103. S Walnut St., Cleburne, Texas 76033.

- c. Early Voting by personal appearance will begin on April 24, 2023, and will end on May 2, 2023. 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 22 months.

#### **IV. CITY**

**CITY shall have the following responsibilities in conducting this election on May 6, 2023**

- 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 13th day of February 2023. 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 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.

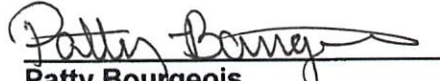
## **VII. TERMINATION IF ELECTION IS CANCELED**

- 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 20<sup>th</sup> day of February, 2023.

  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 23<sup>rd</sup> day of January, 2023.

  
Michael Evans, City of Mansfield  
City Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 27 day of February, 2023.

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

Michael Evans, City of Mansfield  
City Mayor  
1200 E. Broad St.  
Mansfield, Texas 76063

**EXHIBIT A**

**CITY OF MANSFIELD GENERAL ELECTION  
MAY 6, 2023  
EARLY VOTING POLLING LOCATION  
(ELECCIÓN GENERAL CITY OF MANSFIELD  
6 DE MAYO DEL 2023  
CENTRO PARA VOTACIÓN ADELANTADA)**

April 24, 2023 through May 2, 2023 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 6, 2023, City of Mansfield General Election is eligible for early voting by personal appearance.

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

Monday, April 24, 2023 – Friday, April 28, 2023 hours: 8:00 am until 5:00 pm

Monday, May 1, 2023 – Tuesday, May 2, 2023 hours: 7:00 am until 7:00 pm

*(El plazo para la votación adelantada en persona es desde el 24 de Abril, 2023 hasta el 2 de Mayo del 2023 (Sec. 85.001). Cualquier votante calificado para votar en la Elección General City of Mansfield del 6 de Mayo del 2023, es elegible para la votación adelantada en persona.*

*La votación adelantada en persona se llevará a cabo en el siguiente lugar:*

*Lunes, 24 de Abril del 2023 – Viernes, 28 de Abril del 2023; horas: 8:00 am hasta 5:00 pm*

*Lunes, 1 de Mayo del 2023 – Martes, 2 de Mayo del 2023; 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 April 29, 2023, 7:00 am to 7:00 pm.**

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

*Sábado, 29 de Abril del 2023, 7:00 am hasta 7:00 pm*

**Early Voting Main**

**Johnson County Election**

***(Elecciones del condado de Johnson)***

103 S Walnut St.

Cleburne, Texas 76033

**Early Voting**

**Pct. 3 Maintenance Facility**

***(Centro de Mantenimiento del Recinto 3)***

10420 E. FM 917

Alvarado, Texas 76009



**EXHIBIT B**

**CITY OF MANSFIELD GENERAL ELECTION  
MAY 6, 2023  
EARLY VOTING POLLING LOCATION  
(*ELECCIÓN GENERAL CITY OF MASFIELD  
6 DE MAYO DEL 2023  
CENTRO PARA VOTACIÓN ADELANTADA*)**

**Election Day**

**Pct. 3 Maintenance Facility  
(*Centro de Mantenimiento del Recinto 3*)  
10420 E. FM 917  
Alvarado, Texas 76009**

Exhibit C

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

**CITY OF MANSFIELD: 2023 MAY 6th**

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

**Pct. 8, 35, 42, & 43**

	<b>Estimated Cost</b>
<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$700.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,200.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$3,000.00
<u>(X) Publish Notice of Tabulation Test</u>	\$125.00
<u>(X) Building Rental</u>	\$0.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<u>(X) CC Station Manager</u>	\$125.00
<u>(X) Tabulation Supervisor</u>	\$150.00
<u>(X) Assistant Tabulation Supervisor</u>	\$150.00
<u>(X) Assistant Tabulation</u>	\$100.00
<u>(X) CCS Judge</u>	\$75.00
<u>(X) CCS Alt. Judge</u>	\$75.00
<u>(X) Early Voting Ballot Board Judge</u>	\$240.00
<u>(X) Early Voting Ballot Board Alt. Judge</u>	\$228.00
<u>(X) Early Voting Ballot Board Personnel</u>	\$408.00
<u>(X) Provisional/Late Ballot Board Judge</u>	\$80.00
<u>(X) Provisional/Late Ballot Board Alt. Judge</u>	\$76.00
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$136.00
<u>(X) Security</u>	\$180.00
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$100.00
<u>(X) Ballot by Mail MAC</u>	\$500.00
<u>(X) Early Voting Judge</u>	\$3,420.00
<u>(X) Early Voting Alt. Judge</u>	\$2,964.00
<u>(X) Early Voting Clerks</u>	\$5,564.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00
<u>(X) Early Voting Pick up &amp; delivery fee</u>	\$25.00

Exhibit C

**4. ESTIMATED ELECTION DAY COSTS**

<u>(X) Judge's Kit Election Day</u>	\$50.00
<u>(X) Election Day Judge</u>	\$240.00
<u>(X) Election Day Alt. Judge</u>	\$208.00
<u>(X) Election Day Clerks</u>	\$364.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$25.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$21,608.00

**5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST**

10% of Subtotal \$2,160.80

**TOTAL COST ..... \$23,768.80**

**\* 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.