



AUG 14 2023

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 8-7-2023

Meeting Date: 8-14-2023

Approved

Submitted By: _____

Department/Office: Elections

Signature of Director/Official: Patty Bourgeois

Agenda Title:

Approval of Elections Agreement's for the November 7, 2023 Election.

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 November 7, 2023 with the Cities of Cleburne, Godley, Grandview, Joshua, Keene, and ISD's of Granbury, Grandview, Joshua and the Johnson County Fresh Water Supply District No. 2.

(May attach additional sheets if necessary)

Person to Present: Joy Adams

(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: _____ minutes

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

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY OF CLEBURNE
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 27 day of July 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 CLEBURNE, 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 November 7, 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 November 7, 2023 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 November 7, 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 November 7, 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 November 7, 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/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 Cleburne may vote early at the Elections Office; 103 S. Walnut St, Cleburne, Texas 76033.
- c. Early Voting by personal appearance will begin on October 23, 2023, and will end on November 3, 2023. 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 November 7, 2023

- 4.01 Prepare any election orders, resolutions, notices, 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 15th day of September 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 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 2nd day of August, 2023.

Patty Bourgeois
Patty Bourgeois
Elections Administrator
Johnson County, Texas

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

Signed the 27th day of July, 2023.

Steve Polasek
Steve Polasek, City of Cleburne
Manager

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 14th day of August, 2023.

COUNTY OF JOHNSON

Cheryl Baker
County Judge
Johnson County Commissioners
Court

Officials for notice:
Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

Ivy Peterson, City of Cleburne
Secretary
Po Box 677
Cleburne, Texas 76033

EXHIBIT A-1
CITY OF CLEBURNE SPECIAL ELECTION
NOVEMBER 7, 2023
EARLY VOTING POLLING LOCATION
(ELECCIÓN ESPECIAL DE LA CIUDAD DE CLEBURNE
7 DE NOVIEMBRE DEL 2023
CENTRO PARA VOTACIÓN ADELANTADA)

October 23, 2023 through November 3, 2023 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 7, 2023, City of Cleburne Special Election is eligible for early voting by personal appearance.

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

Monday, October 23, 2023 - Friday, October 27, 2023 hours: 8:00 am until 5:00 pm

Monday, October 30, 2023 - Friday, November 3, 2023 hours: 7:00 am until 7:00 pm

(Del 23 de octubre de 2023 al 3 de noviembre de 2023 es el periodo de votación anticipada en persona (Art. 85.001) Cualquier votante calificado para votar en las Elecciones Especial de la Ciudad de Cleburne del 7 de noviembre de 2023 es elegible para la votación anticipada en persona. La votación anticipada en persona se llevará a cabo en el siguiente lugar:

lunes, 23 de octubre del 2023 – viernes, 27 de octubre del 2023; horas: 8:00 am hasta 5:00 pm

lunes 30 de octubre del 2023 – viernes, 3 de noviembre del 2023; horas: 7:00 am hasta 7:00 pm.)

Excluding Weekend Hours:

(Excluyendo las horas de fin de semana:)

Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.

(Los votantes pueden elegir votar en cualquiera de los siguientes lugares, independientemente de dónde residan en el condado de Johnson).

Comm. Pct. 1:

Main:

(Comisario, Recinto 1)

Johnson County Elections

103 S. Walnut St.

Cleburne, Texas 76033

EXHIBIT A-2
CITY OF CLEBURNE SPECIAL RUN-OFF ELECTION
DECEMBER 12, 2023
EARLY VOTING POLLING LOCATION
(ELECCIÓN ESPECIAL DE SEGUNDA VUELTA DE LA CIUDAD DE CLEBURNE
12 DE DICIEMBRE DEL 2023
CENTRO PARA VOTACIÓN ADELANTADA)

November 27, 2023 through December 8, 2023 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the December 12, 2023, City of Cleburne Special Run-off Election is eligible for early voting by personal appearance.

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

Monday, November 27, 2023 - Friday, December 1, 2023 hours: 8:00 am until 5:00 pm

Monday, December 4, 2023 - Friday, December 8, 2023 hours: 7:00 am until 7:00 pm

(Del 27 de noviembre de 2023 al 8 de diciembre de 2023 es el periodo de votación anticipada en persona (Art. 85.001) Cualquier votante calificado para votar en las Elecciones Especial de Segunda Vuelta de la Ciudad de Cleburne del 12 de diciembre de 2023 es elegible para la votación anticipada en persona. La votación anticipada en persona se llevará a cabo en el siguiente lugar:

lunes, 27 de noviembre del 2023 – viernes, 1 de diciembre del 2023; horas: 8:00 am hasta 5:00 pm

lunes 4 de diciembre del 2023 – viernes, 8 de diciembre del 2023; horas: 7:00 am hasta 7:00 pm.)

Excluding Weekend Hours:

(Excluyendo las horas de fin de semana:)

Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.

(Los votantes pueden elegir votar en cualquiera de los siguientes lugares, independientemente de dónde residan en el condado de Johnson).

Comm. Pct. 1:

Main:

(Comisario, Recinto 1)

Johnson County Elections

103 S. Walnut St.

Cleburne, Texas 76033

EXHIBIT B-1

CITY OF CLEBURNE SPECIAL ELECTION

NOVEMBER 7, 2023

POLLING LOCATIONS

7:00am -7:00pm

(ELECCIÓN ESPECIAL DE LA CIUDAD DE CLEBURNE

7 DE NOVIEMBRE DEL 2023

CENTROS DE VOTACIÓN)

Pct. 14 & 17

Hope Church

(Iglesia de la esperanza)

2125 N Nolan River Rd.

Cleburne, Texas 76033

Pct. 15

Bono Baptist Church

(Iglesia Bautista Bono)

6349 Bono RD.

Godley, Texas 76044

Pct. 18

First United Methodist Church

(Primera Iglesia Metodista Unida)

1300 W Westhill Dr.

Ceburne, Texas 76033

Pct. 33

City Park Pavilion of Godley

(Pabellón del parque de la ciudad de Godley)

104 E. Allen Ave.

Godley, Texas 76044

EXHIBIT B-2

CITY OF CLEBURNE SPECIAL RUN-OFF ELECTION

DECEMBER 12, 2023

POLLING LOCATION

7:00am -7:00pm

(ELECCIÓN ESPECIAL DE SEGUNDA VUELTA DE LA CIUDAD DE CLEBURNE

12 DE DICIEMBRE DEL 2023

CENTROS DE VOTACIÓN)

**Pct. 14, 15
17, 18, & 33**

Hope Church
(Iglesia de la esperanza)
2125 N Nolan River Rd.
Cleburne, Texas 76033

Exhibit C

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

CITY OF CLEBURNE: 2023 NOVEMBER 7th NO WEEKENDS

Contracted Election with Johnson County/Separate Ballots 1 EV & 4 ED Location.

Pct. 14, 15, 17, 18, & 33

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated Cost
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&S Auto-Mark for HAVA</u>	\$1,400.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$1,500.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$5,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
2. CENTRAL COUNT EXPENSES	
<u>(X) CC Station Manager</u>	\$62.50
<u>(X) Tabulation Supervisor</u>	\$75.00
<u>(X) Assistant Tabulation Supervisor</u>	\$75.00
<u>(X) Assistant Tabulation</u>	\$50.00
<u>(X) CCS Judge</u>	\$37.50
<u>(X) CCS Alt. Judge</u>	\$37.50
<u>(X) Early Voting Ballot Board Judge</u>	\$240.00
<u>(X) Early Voting Ballot Board Alt. Judge</u>	\$208.00
<u>(X) Early Voting Ballot Board Personnel</u>	\$416.00
<u>(X) Provisional/Late Ballot Board Judge</u>	\$30.00
<u>(X) Provisional/Late Ballot Board Alt. Judge</u>	\$26.00
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$52.00
<u>(X) Security</u>	\$180.00
3. ESTIMATED EARLY VOTING COSTS	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail CLC</u>	\$500.00
<u>(X) Early Voting Judge</u>	\$1,575.00
<u>(X) Early Voting Alt. Judge</u>	\$1,365.00
<u>(X) Early Voting Clerks</u>	\$1,300.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00
<u>(X) Early Voting Pick up & delivery fee</u>	\$25.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$200.00
<u>(X) Election Day Judge</u>	\$960.00
<u>(X) Election Day Alt. Judge</u>	\$728.00
<u>(X) Election Day Clerks</u>	\$728.00
<u>(X) Election Day Pick up & delivery fee</u>	\$250.00
<u>(X) Supplies</u>	\$500.00

Subtotal \$19,045.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$1,904.55

TOTAL COST \$20,950.05

*** 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.