

AUG 14 2023



AGENDA PLACEMENT FORM

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

Date: 8-7-2023

Approved

Meeting Date: 8-14-2023

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
JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 28 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 JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2, acting by and through its designee (hereinafter referred to as "SPECIAL DISTRICT").

WHEREAS, the COUNTY will be conducting the "SPECIAL DISTRICT" General/Special Election on November 7, 2023 for registered voters of Johnson County, Texas residing within SPECIAL DISTRICT; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with SPECIAL DISTRICT to conduct and furnish election services for this November 7, 2023 General/Special Election of SPECIAL DISTRICT and

WHEREAS, SPECIAL DISTRICT 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 SPECIAL DISTRICT.
- 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 SPECIAL DISTRICT 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 SPECIAL DISTRICT 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 SPECIAL DISTRICT 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 Johnson County Fresh Water Supply District No. 2 may vote early at the Johnson County Elections, 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. SPECIAL DISTRICT 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 SPECIAL DISTRICT 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. SPECIAL DISTRICT

SPECIAL DISTRICT 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 post 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 21st day of August 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 post 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 SPECIAL DISTRICT and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. SPECIAL DISTRICT 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 SPECIAL DISTRICT will be invoiced by COUNTY and SPECIAL DISTRICT agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

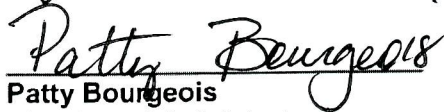
VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and SPECIAL DISTRICT agree that this Agreement will be terminated and SPECIAL DISTRICT will owe a cancellation fee of \$75.00 to be paid by SPECIAL DISTRICT 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 August, 2023.


Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT No. 2, I hereby accept the terms of this Agreement.

Signed the 28th day of July, 2023.



LEE KOONS
Printed Name

Johnson County Fresh Water Supply District No.2

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



County Judge
Johnson County Commissioners
Court

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

Robyn German
Agent of Johnson County Fresh Water Supply
District No. 2
c/o ABHR LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

EXHIBIT A

**JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 SPECIAL ELECTION
NOVEMBER 7, 2023**

EARLY VOTING POLLING LOCATION

*(DISTRITO DE SUMINISTRO DE AGUA DULCE NO. 2 DEL CONDADO DE JOHNSON ELECCIÓN ESPECIAL
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, Johnson County Fresh Water Supply District No. 2 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 Distrito de Suministro de Agua Dulce No. 2 del Condado de Johnson 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 vote at the below location:

(Los votantes pueden votar en la siguientes ubicación).

Early Voting

Johnson County Elections
(Elecciones del condado de Johnson)

103 S. Walnut St.
Cleburne, Texas 76033

EXHIBIT B

**JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 SPECIAL ELECTION
NOVEMBER 7, 2023**

POLLING LOCATION

7:00am -7:00pm

*(DISTRITO DE SUMINISTRO DE AGUA DULCE NO. 2 DEL CONDADO DE JOHNSON ELECCIÓN ESPECIAL
7 DE NOVIEMBRE DEL 2023
CENTROS DE VOTACIÓN)*

Pct. 42

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

Exhibit C

COST OF SERVICE. JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 will be liable to pay all the expense that have endured; and a 10% administration fee.

JOHNSON COUNTY FRESH WATER SUPPLY DISTRICT NO. 2:

2023 NOVEMBER 7th NO WEEKENDS

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

Pct. 42

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>	\$350.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$700.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$100.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$100.00
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 JCFWSD NO. 2</u>	\$50.00
<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>	\$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>	\$182.00
<u>(X) Election Day Pick up & delivery fee</u>	\$25.00
<u>(X) Supplies</u>	\$300.00

Subtotal \$8,784.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$878.45

TOTAL COST \$9,662.95

*** Per section: 7.01**

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