



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. (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 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 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 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 Boley  
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.

Cleburne, 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**

	Estimated Cost
<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>	\$1,400.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; 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
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<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 &amp; 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 &amp; 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.



**AGENDA PLACEMENT FORM**

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

**Approved**

**Date:** 8-7-2023

**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 CITY OF KEENE  
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 20<sup>th</sup> 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 KEENE, 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 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 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. (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 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 21<sup>st</sup> 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 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 2nd day of August, 2023.

Patty Bourgeois  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 20<sup>th</sup> day of July, 2023.

Lisa Parrish  
Lisa Parrish, 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 14<sup>th</sup> day of August, 2023.

COUNTY OF JOHNSON

Cliff Bate  
County Judge  
Johnson County Commissioners  
Court

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

Lisa Parrish, City of Keene  
Mayor  
1000 N Old Betsy Rd.  
Cleburne, Texas 76031



**EXHIBIT A**

**CITY OF KEENE GENERAL ELECTION  
NOVEMBER 7, 2023  
EARLY VOTING POLLING LOCATION  
(ELECCIÓN GENERAL CITY OF KEENE  
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 Keene General 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 Generales de la Ciudad de Keene 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).*

**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 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN GENERAL CITY OF KEENE  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- Pct. 13**                      **Joshua Baptist Church**  
*(Iglesia Bautista de Joshua)*  
3231 SW Wilshire Blvd  
Joshua, Texas 76058
- Pct. 21**                      **Pct. 4 Maintenance Facility**  
*(Centro de Mantenimiento del Recinto 4)*  
4300 E. FM 4  
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. City of Keene shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. City of Keene will be liable to pay all the expense that have endured; and a 10% administration fee.

**CITY OF KEENE: 2023 NOV. 7th NO WEEKENDS**

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

**Pct. 13, 21, 22, & 28**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$1,400.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$2,095.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$2,255.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
<b>2. CENTRAL COUNT EXPENSES</b>	
SC <u>(X) CC Station Manager</u>	\$62.50
SC <u>(X) Tabulation Supervisor</u>	\$75.00
SC <u>(X) Assistant Tabulation Supervisor</u>	\$75.00
SC <u>(X) Assistant Tabulation</u>	\$50.00
SC <u>(X) CCS Judge</u>	\$37.50
SC <u>(X) CCS Alt. Judge</u>	\$37.50
SC <u>(X) Early Voting Ballot Board Judge</u>	\$240.00
SC <u>(X) Early Voting Ballot Board Alt. Judge</u>	\$208.00
SC <u>(X) Early Voting Ballot Board Personnel</u>	\$416.00
SC <u>(X) Provisional/Late Ballot Board Judge</u>	\$30.00
SC <u>(X) Provisional/Late Ballot Board Alt. Judge</u>	\$26.00
SC <u>(X) Provisional/Late Ballot Board Clerks</u>	\$52.00
SC <u>(X) Security</u>	\$180.00
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail KEC</u>	\$250.00
<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 &amp; 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>	\$832.00
<u>(X) Election Day Clerks</u>	\$728.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$100.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$16,099.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$1,609.95

**TOTAL COST ..... \$17,709.45**

**\* 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 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 CITY OF JOSHUA  
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 25 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 JOSHUA, 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 locations listed on Exhibit A. All eligible voters in the City of Joshua may vote early at the Elections Office; 103 S. Walnut St, Cleburne, Texas 76033 or at the Joshua Community YMCA; 1009 Joshua Station Blvd, Joshua, Texas 76058.
- 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. (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.



- 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 21<sup>st</sup> 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 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 2nd day of August, 2023.

Patty Bourgeois  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 25 day of July, 2023.

Scott Kimble  
Scott Kimble, City of Joshua  
Mayor

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  
CJH Bok  
County Judge  
Johnson County Commissioners  
Court

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

Scott Kimble, City of Joshua  
Mayor  
101 South Main St.  
Joshua, Texas 76058

**EXHIBIT A**  
**CITY OF JOSHUA SPECIAL ELECTION**  
**NOVEMBER 7, 2023**  
**EARLY VOTING POLLING LOCATION**  
*(ELECCIÓN ESPECIAL CITY OF JOSHUA*  
*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 Joshua Special Election is eligible for early voting by personal appearance.

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

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 Joshua 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 locations:**

*(Los votantes pueden votar en la siguientes ubicación).*

<b>Comm. Pct. 1:</b>	Johnson County Elections
<b>Main:</b>	103 S. Walnut St.
<i>(Comisario, Recinto 1)</i>	Cleburne, Texas 76033

<b>Comm. Pct. 2:</b>	Joshua Community YMCA
	1009 Joshua Station Blvd.
<i>(Comisario, Recinto 2)</i>	Joshua, Texas 760

**EXHIBIT B**

**CITY OF JOSHUA SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL CITY OF JOSHUA  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- |                   |   |
|-------------------|---|
| <b>2, 31</b>      | <b>NorthPointe FBC of Joshua</b><br><i>(NorthPointe PIB de Joshua)</i><br>2450 SW Wilshire Blvd.<br>Burleson, Texas 76028 |
| <b>12, 13, 29</b> | <b>Joshua Baptist Church</b><br><i>(Iglesia Bautista de Joshua)</i><br>3231 SW Wilshire Blvd.<br>Joshua, Texas 76058      |

## Exhibit C

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

**CITY OF JOSHUA: 2023 NOVEMBER 7th NO WEEKENDS**

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

**Pct. 2, 12, 13, 29, & 31**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$1,050.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,500.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$3,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$100.00
<u>(X) Ballot by Mail JOC</u>	\$500.00
<u>(X) Early Voting Judge</u>	\$3,150.00
<u>(X) Early Voting Alt. Judge</u>	\$2,730.00
<u>(X) Early Voting Clerks</u>	\$2,600.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00
<u>(X) Early Voting Pick up &amp; delivery fee</u>	\$50.00

Exhibit C

**4. ESTIMATED ELECTION DAY COSTS**

<u>(X) Judge's Kit Election Day</u>	\$100.00
<u>(X) Election Day Judge</u>	\$480.00
<u>(X) Election Day Alt. Judge</u>	\$416.00
<u>(X) Election Day Clerks</u>	\$364.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$50.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$19,554.50

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

10% of Subtotal \$1,955.45

**TOTAL COST ..... \$21,509.95**

**\* 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 14 2023

**AGENDA PLACEMENT FORM**

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

**Approved**

**Date:** 8-7-2023

**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 CITY OF GRANDVIEW  
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of August 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 GRANDVIEW, 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 Grandview 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. (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 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 21<sup>st</sup> 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 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:**

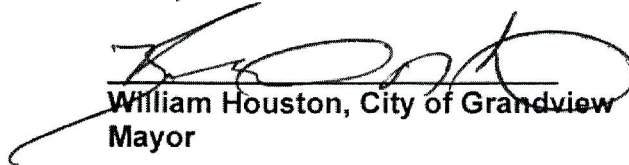
On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 7<sup>th</sup> day of August, 2023.

  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 03 day of August, 2023.

  
William Houston, City of Grandview  
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 17<sup>th</sup> 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

William Houston, City of Grandview  
Mayor  
P. O. Box 425  
Grandview, Texas 76050

**EXHIBIT A**  
**CITY OF GRANDVIEW SPECIAL ELECTION**  
**NOVEMBER 7, 2023**  
**EARLY VOTING POLLING LOCATION**  
*(ELECCIÓN ESPECIAL CITY OF GRANDVIEW*  
*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 Grandview 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 Grandview 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).*

**Comm. Pct. 1:**

**Main:**

*(Comisario, Recinto 1)*

Johnson County Elections

103 S. Walnut St.

Cleburne, Texas 76033

**EXHIBIT B**

**CITY OF GRANDVIEW SPECIAL ELECTION**

**NOVEMBER 7, 2023**

**POLLING LOCATIONS**

**7:00am -7:00pm**

***(ELECCIÓN ESPECIAL CITY OF GRANDVIEW***

***7 DE NOVIEMBRE DEL 2023***

***CENTROS DE VOTACIÓN)***

**PCT. 26, 27**

**Grandview Church of Christ  
*(Iglesia de Cristo de Grandview)*  
707 E. Criner  
Grandview, Texas 76050**



**Exhibit C**

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

**CITY OF GRANDVIEW: 2023 NOVEMBER 7th  
NO WEEKENDS**

**Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.  
Pct. 26 & 27**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$350.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,000.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$1,200.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$100.00
 <b>2. CENTRAL COUNT EXPENSES</b>	
<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
 <b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail GVC</u>	\$125.00
<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 &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>	\$182.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$25.00
<u>(X) Supplies</u>	\$300.00

Subtotal ..... \$10,259.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$1,025.95

**TOTAL COST ..... \$11,285.45**

**\* 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 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 GRANBURY INDEPENDENT SCHOOL DISTRICT  
NOVEMBER 7, 2023**

**THIS AGREEMENT** is made and entered into this 3 day of August 2023, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and GRANBURY 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/Special Election on November 7, 2023 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 November 7, 2023 General/Special 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 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 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/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 Granbury ISD may vote early at the Johnson County 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 4, 2023. There will be no early voting on Saturday, Sunday 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. (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. ISD**

ISD 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 21<sup>st</sup> 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 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 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 3rd day of August, 2023.

  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 3rd day of August, 2023.

  
Dr. Jeremy Glenn, Granbury ISD  
Superintendent

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

Dr. Jeremy Glenn, Granbury  
Superintendent  
217 N. Jones St.  
Granbury, Texas 76048

**EXHIBIT A**

**GRANBURY ISD GENERAL ELECTION  
NOVEMBER 7, 2023  
EARLY VOTING POLLING LOCATION  
(ELECCIÓN GENERAL GRANBURY ISD  
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, Granbury ISD General 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 Generales del Distrito Escolar Independiente de Granbury 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**

**GRANBURY ISD GENERAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN GENERAL GRANBURY ISD  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- Pct. 1**                      **Chisholm Summit Community Church**  
*(Iglesia Comunitaria Chisholm Summit)*  
9705 CR 1016  
Burleson, Texas 76028
- Pct. 15**                     **Bono Baptist Church**  
*(Iglesia Bautista Bono)*  
6349 Bono Rd.  
Godley, Texas 76044
- Pct. 30**                     **City Park Pavilion of Godley**  
*(Pabellón del parque de la ciudad de Godley)*  
104 E. Allen Ave.  
Godley, Texas 76044

**Exhibit C**

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

**GRANBURY ISD: 2023 NOVEMBER 7th NO WEEKENDS**  
**Contracted Election with Johnson County/Separate Ballots 1 EV & 3 ED Location.**  
**Pct. 1, 15, & 30**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Final Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$1,050.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,500.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$2,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail GBS</u>	\$250.00
<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 &amp; delivery fee</u>	\$25.00

**Exhibit C**

**4. ESTIMATED ELECTION DAY COSTS**

<u>(X) Judge's Kit Election Day</u>	\$150.00
<u>(X) Election Day Judge</u>	\$720.00
<u>(X) Election Day Alt. Judge</u>	\$624.00
<u>(X) Election Day Clerks</u>	\$546.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$250.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$14,869.50

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

10% of Subtotal \$1,486.95

**TOTAL COST ..... \$16,356.45**

**\* Per section: 7.01**

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



**AGENDA PLACEMENT FORM**

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

**Date:** 8-7-2023

**Meeting Date:** 8-14-2023

**Submitted By:** \_\_\_\_\_

**Department/Office:** Elections

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

**Approved**

**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 GODLEY  
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 19 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 GODLEY, 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 Godley 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. (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 November 7, 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 21<sup>st</sup> 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 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 2nd day of August, 2023.

Patty Bourgeois  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 19 day of July, 2023.

Michael Papenfuss  
Michael Papenfuss, City of Godley  
Mayor Pro Tem/Councilman

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

Clyde Byler  
County Judge  
Johnson County Commissioners  
Court

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

Michael Papenfuss, City of Godley  
Mayor Pro Tem/Councilman  
200 West Railroad Street  
Godley, Texas 76044

**EXHIBIT A**  
**CITY OF GODLEY SPECIAL ELECTION**  
**NOVEMBER 7, 2023**  
**EARLY VOTING POLLING LOCATION**  
*(ELECCIÓN ESPECIAL CITY OF GODLEY*  
*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 Godley 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 Godley 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).*

**Comm. Pct. 1:**

**Main:**

*(Comisario, Recinto 1)*

Johnson County Elections

103 S. Walnut St.

Cleburne, Texas 76033

**EXHIBIT B**

**CITY OF GODLEY SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL CITY OF GODLEY  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- 1**                    **Chisholm Summit Community Church**  
*(Iglesia Comunitaria Chisholm Summit)*  
9705 CR 1016  
Burleson, Texas 76028
- 30, 33**                **City Park Pavilion of Godley**  
*(Pabellón del parque de la ciudad de Godley)*  
104 E. Allen Ave.  
Godley, Texas 76044

**Exhibit C**

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

**CITY OF GODLEY: 2023 NOVEMBER 7th NO WEEKENDS**

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

**Pct. 1, 30, & 33**

	<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>	\$1,000.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$1,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
 <b>2. CENTRAL COUNT EXPENSES</b>	
<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
 <b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail GOC</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 &amp; delivery fee</u>	\$25.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$100.00
<u>(X) Election Day Judge</u>	\$480.00
<u>(X) Election Day Alt. Judge</u>	\$416.00
<u>(X) Election Day Clerks</u>	\$364.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$50.00
<u>(X) Supplies</u>	\$300.00

Subtotal ..... \$12,189.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$1,218.95

**TOTAL COST ..... \$13,408.45**

**\* 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 14 2023

**AGENDA PLACEMENT FORM**

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

**Approved**

**Date:** 8-7-2023

**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 GRANDVIEW INDEPENDENT SCHOOL DISTRICT  
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 GRANDVIEW 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/Special Election on November 7, 2023 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 November 7, 2023 General/Special 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 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 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/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 Grandview ISD may vote early at the Johnson County 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 4, 2023. There will be no early voting on Saturday, Sunday 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. (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. ISD**

ISD 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 21<sup>st</sup> 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 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 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 2nd day of August, 2023.

Patty Bourgeois  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 27 day of July, 2023.

Kirby Basham  
Kirby Basham, Grandview ISD  
Superintendent

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

Cliff Baker  
County Judge  
Johnson County Commissioners  
Court

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

Kirby Basham, Grandview ISD  
Superintendent  
701 S. Fifth Street  
Grandview, Texas 76050

**EXHIBIT A**

**GRANDVIEW ISD SPECIAL ELECTION  
NOVEMBER 7, 2023  
EARLY VOTING POLLING LOCATION  
(ELECCIÓN ESPECIAL GRANDVIEW ISD  
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, Grandview ISD 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 del Distrito Escolar Independiente de Grandview 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).*

<b>Early Voting</b>	<b>Johnson County Elections</b>
	<i>(Elecciones del condado de Johnson)</i>
	103 S. Walnut St.
	Cleburne, Texas 76033



**EXHIBIT B**

**GRANDVIEW ISD SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL GRANDVIEW ISD  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- Pct. 9**                      **Pct. 4 Maintenance Facility**  
*(Centro de Mantenimiento del Recinto 4)*  
4300 E. FM 4  
Cleburne, Texas 76031
- Pct. 23**                     **Rio Vista Civic Center**  
*(Centro Civico de Rio Vista)*  
201 S. Hwy 174  
Rio Vista, Texas 76093
- Pct. 26, 27**                **Grandview Church of Christ**  
*(Iglesia de Cristo de Grandview)*  
707 E. Criner  
Grandview, Texas 76050

**Exhibit C**

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

**GRANDVIEW ISD: 2023 NOVEMBER 7th *NO WEEKENDS***  
**Contracted Election with Johnson County/Separate Ballots 1 EV & 3 ED Location.**  
**Pct. 9, 23, 26, & 27**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$1,050.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; Auto-marks</u>	\$1,500.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$2,500.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental</u>	\$300.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$50.00
<u>(X) Ballot by Mail GVS</u>	\$250.00
<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 &amp; delivery fee</u>	\$25.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$150.00
<u>(X) Election Day Judge</u>	\$720.00
<u>(X) Election Day Alt. Judge</u>	\$624.00
<u>(X) Election Day Clerks</u>	\$546.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$75.00
<u>(X) Supplies</u>	\$500.00

Subtotal ..... \$14,694.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$1,469.45

**TOTAL COST ..... \$16,163.95**

**\* Per section: 7.01**

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



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

**Submitted By:** \_\_\_\_\_

**Department/Office:** Elections

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

**Approved**

**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 JOSHUA INDEPENDENT SCHOOL DISTRICT  
NOVEMBER 7, 2023**

THIS AGREEMENT is made and entered into this 17 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 JOSHUA 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/Special Election on November 7, 2023 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 November 7, 2023 General/Special 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 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 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/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 Joshua ISD may vote early at the Johnson County Elections Office 103 S Walnut St., Cleburne, Texas 76033 and the Joshua Community Room 907 S. Broadway, Joshua, Texas 76058.**
- c. Early Voting by personal appearance will begin on October 23, 2023, and will end on November 4, 2023. There will be no early voting on Saturday, Sunday 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. (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. ISD**

ISD 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 21<sup>st</sup> 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 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 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 2nd day of August, 2023.

Patty Bourgeois  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 17<sup>th</sup> day of July, 2023.

Corey Hickerson  
Corey Hickerson, Joshua ISD  
Superintendent

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

COUNTY OF JOHNSON

Cliff Bode  
County Judge  
Johnson County Commissioners  
Court

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

Corey Hickerson, Joshua  
Superintendent  
310 E. 18th St.  
Joshua, Texas 76058

**EXHIBIT A**

**JOSHUA ISD SPECIAL ELECTION  
NOVEMBER 7, 2023  
EARLY VOTING POLLING LOCATION  
(ELECCIÓN ESPECIAL JOSHUA ISD  
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, Joshua ISD 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 del Distrito Escolar Independiente de Joshua 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).*

**Early Voting**

**Main:**

**Johnson County Elections  
(Elecciones del condado de Johnson)  
103 S. Walnut St.  
Cleburne, Texas 76033**

**Joshua Community Rm.  
( Comunitario de Joshua)  
907 S. Broadway  
Joshua, Texas 76058**

**EXHIBIT B**

**JOSHUA ISD SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL JOSHUA ISD  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

- Pct. 1, 32, 38**                      **Chisholm Summit Community Church**  
*(Iglesias Comunitaria Chisholm Summit)*  
9705 CR 1016  
Burleson, Texas 76028
- Pct. 2, 31**                              **NorthPointe FBC of Joshua**  
*(NorthPointe PIB de Joshua)*  
2450 SW Wilshire Blvd.  
Burleson, Texas 76028
- Pct. 5**                                      **First Baptist Church of Burleson**  
*(Primera Iglesia Bautista de Burleson)*  
317 W. Ellison  
Burleson, Texas 76028
- Pct.10**                                      **Alvarado Sub-Courthouse**  
*(Alvarado Sub-Palacio de Justicia)*  
206 N. Baugh St.  
Alvarado, Texas 76009
- Pct. 11**                                      **Bethesda Baptist Church**  
*(Iglesia Bautista Bethesda)*  
100 W Bethesda Rd.  
Burleson, Texas 76028
- Pct. 12, 13, 29**                      **Joshua Baptist Church**  
*(Iglesia Bautista de Joshua)*  
3231 SW Wilshire Blvd  
Joshua, Texas 76058

**EXHIBIT B**

**JOSHUA ISD SPECIAL ELECTION  
NOVEMBER 7, 2023  
POLLING LOCATIONS  
7:00am -7:00pm  
(ELECCIÓN ESPECIAL JOSHUA ISD  
7 DE NOVIEMBRE DEL 2023  
CENTROS DE VOTACIÓN)**

**Pct. 17**

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

**Pct.22**

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

**Pct. 28**

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

**Pct. 30, 33**

**City Park Pavilion of Godley**  
*(Pabellón del parque de la ciudad de Godley)*  
104 E. Allen Ave.  
Godley, Texas 76044

Exhibit C

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

**JOSHUA ISD: 2023 NOVEMBER 7th NO WEEKENDS**

**Contracted Election with Johnson County/Separate Ballots 2 EV & 10 ED Location.**

**Pct. 1, 2, 5, 10, 11, 12, 13, 17, 22, 28, 29, 30, 31, 32, 33, & 38**

	<b>Final 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>	\$3,500.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; 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
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Judge's Kit Early Voting</u>	\$100.00
<u>(X) Ballot by Mail JOS</u>	\$500.00
<u>(X) Early Voting Judge</u>	\$3,150.00
<u>(X) Early Voting Alt. Judge</u>	\$2,730.00
<u>(X) Early Voting Clerks</u>	\$2,600.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$100.00
<u>(X) Early Voting Pick up &amp; delivery fee</u>	\$50.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$500.00
<u>(X) Election Day Judge</u>	\$2,400.00
<u>(X) Election Day Alt. Judge</u>	\$2,080.00
<u>(X) Election Day Clerks</u>	\$1,820.00
<u>(X) Election Day Pick up &amp; delivery fee</u>	\$250.00
<u>(X) Supplies</u>	\$800.00

Subtotal ..... \$29,944.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$2,994.45

**TOTAL COST ..... \$32,938.95**

**\* Per section: 7.01**

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

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. (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. 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 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 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.

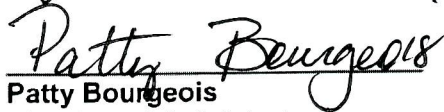
## **VII. TERMINATION IF ELECTION IS CANCELED**

- 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**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental M650 Optical Scanner</u>	\$500.00
<u>(X) Rental ES&amp;S Auto-Mark for HAVA</u>	\$350.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count &amp; 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
<b>2. CENTRAL COUNT EXPENSES</b>	
<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
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<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 &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>	\$182.00
<u>(X) Election Day Pick up &amp; 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.