

AGENDA PLACEMENT FORM

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

Date: 2-3-2025
Meeting Date: 2-10-2025
Submitted By: Joy Adams
Department: Elections
Signature of Elected Official/Department Head:
Joy Adams

Court Decision: <small>This section to be completed by County Judge's Office</small>	
	2-10-25

Description:

Consider approval for the Election Agreement between Johnson County and Cleburne ISD for the May 3, 2025 Election.

(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: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☒ County Attorney ☐ IT ☐ Purchasing ☐ Auditor
☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CLEBURNE INDEPENDENT SCHOOL DISTRICT
MAY 3, 2025

THIS AGREEMENT is made and entered into this 21st day of January 2025, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the Johnson County Elections Administrator (hereinafter referred to as "COUNTY") and CLEBURNE 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 May 3, 2025, 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 a contract with ISD to conduct and furnish election services for this May 3, 2025, 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 May 3, 2025, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On May 3, 2025, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on May 3, 2025, shall have and use the election Judges and ES&S Express Vote 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, Joy Adams 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 locations listed on Exhibit A.

All eligible voters in the ISD of Cleburne may vote early at Johnson County Elections, 103..S Walnut St., Cleburne, Texas 76033.

- c. Early Voting by personal appearance will begin on April 22, 2025, and will end on April 29, 2025. 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. 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. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S Express Vote 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 May 3, 2025

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 18th day of February 2025
- 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 with the Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S Express Vote equipment, DS950 tabulator, 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 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

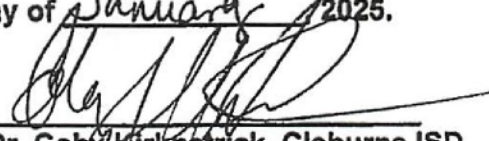
- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and ISD agree that this Agreement will be terminated, and ISD will owe a cancellation fee of \$75.00 to be paid by ISD within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement. Signed the 10th day of February, 2025.

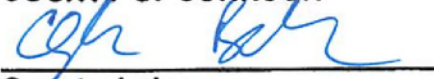

Joy Adams
Elections Administrator
Johnson County, Texas

On behalf of Cleburne Independent School District, I hereby accept the terms of this Agreement. Signed the 21st day of January, 2025.


Dr. Coby Kirkpatrick, Cleburne ISD
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 10th day of February, 2025

COUNTY OF JOHNSON


County Judge
Johnson County Commissioners
Court

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

Dr. Coby Kirkpatrick, Cleburne ISD
Superintendent
505 N. Ridgeway, Suite 100
Cleburne, Texas 76033

EXHIBIT A

**CLEBURNE INDEPENDENT SCHOOL DISTRICT
GENERAL/SPECIAL ELECTION
MAY 3, 2025
EARLY VOTING POLLING LOCATION
(ELECCIÓN GENERAL/ESPECIAL DISTRITO ESCOLAR INDEPENDIENTE DE
CLEBURNE
3 DE MAYO DEL 2025
CENTRO PARA VOTACIÓN ADELANTADA)**

April 22, 2025, through April 29, 2025, is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 3, 2025, Cleburne Independent School District General/Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at the following locations:
Tuesday, April 22, 2025 – Friday, April 25, 2025, hours: 8:00 am until 5:00 pm
Monday, April 28, 2025 – Tuesday, April 29, 2025, hours: 7:00 am until 7:00 pm
(El plazo para la votación adelantada en persona es desde el 22 de abril, 2025 hasta el 29 de abril del 2025 (Sec. 85.001). Cualquier votante calificado para votar en la Elección General/Especial Distrito Escolar Independiente de Cleburne del 3 de mayo del 2025, es elegible para la votación adelantada en persona.
La votación adelantada en persona se llevará a cabo en los siguientes lugares:
martes, 22 de abril del 2025 – viernes, 25 de abril del 2025; horas: 8:00 am hasta 5:00 pm
lunes, 28 de abril del 2025 – martes, 29 de abril del 2025; horas: 7:00 am hasta 7:00 pm)

Early Voting Main

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

EXHIBIT B

**CLEBURNE INDEPENDENT SCHOOL DISTRICT
GENERAL/SPECIAL ELECTION
MAY 3, 2025
ELECTION DAY POLLING LOCATION
(ELECCIÓN GENERAL/ESPECIAL DISTRITO ESCOLAR INDEPENDIENTE DE
CLEBURNE
3 DE MAYO DEL 2025
LUGAR DE VOTACIÓN EL DÍA DE LAS ELECCIONES)**

Election Day

**CISD Administration
(Administración del CISD)
505 N. Ridgeway, Suite 100
Cleburne, Texas 76033**

Exhibit C

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

CLEBURNE ISD: 2025 MAY 3rd

Contracted Election with Johnson County/Stand Alone Election 1 EV & 1 ED Location.

Pct. 6, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, 28, 33, 36, & 37

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated Cost
<u>(X) Rental ES&S DS950 Tabulator</u>	<u>\$500.00</u>
<u>(X) Rental ES&S Express Vote for HAVA</u>	<u>\$500.00</u>
<u>(X) Programming Charges/Coding/Media/ shipping for DS950 Central Count & Express Vote</u>	<u>\$1,500.00</u>
<u>(X) Printing Ballots/Layout/Spanish Coding/Shipping</u>	<u>\$5,000.00</u>
<u>(X) Publish Notice of Tabulation Test</u>	<u>\$125.00</u>
<u>(X) Building Rental/Mileage Reimbursement</u>	<u>\$100.00</u>
 2. CENTRAL COUNT EXPENSES	
<u>(X) CCS Personnel</u>	<u>\$1,000.00</u>
<u>(X) Early Voting Ballot Board Personnel</u>	<u>\$900.00</u>
<u>(X) Provisional/Late Ballot Board Personnel</u>	<u>\$350.00</u>
<u>(X) Security</u>	<u>\$180.00</u>
 3. ESTIMATED EARLY VOTING COSTS	
<u>(X) Ballot by Mail CLS</u>	<u>\$500.00</u>
<u>(X) Early Voting Personnel</u>	<u>\$5,000.00</u>
<u>(X) Early Voting Supplies</u>	<u>\$200.00</u>
 4. ESTIMATED ELECTION DAY COSTS	
<u>(X) Election Day Personnel</u>	<u>\$850.00</u>
<u>(X) Election Day Supplies</u>	<u>\$100.00</u>
 Subtotal	\$16,805.00
 5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST	
10% of Subtotal	\$1,680.50
 TOTAL COST	\$18,485.50

*** 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.