

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND VENUS INDEPENDENT SCHOOL DISTRICT  
MAY 11, 2013**

THIS AGREEMENT is made and entered into this 31<sup>st</sup> day of January 2013, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and VENUS 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 Election on May 11, 2013; 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 May 11, 2013 General 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 11, 2013 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 11, 2013, 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 11, 2013, 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.

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 Election Administrator, Patty Bourgeois shall serve as Early Voting Judge for the ISD General Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in ISD of Venus may vote early at the VISD Administration Building; 100 Student Dr. Venus, Texas 76084.
- c. Early Voting by personal appearance will begin on April 29, 2013, and will end on May 7, 2013. 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. (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 May 11, 2013;

- 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.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and submit to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1965, the required submission on voting changes with respect to the election.
- 4.06 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).
- 4.07 Provide maps and other reference guides.
- 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 cancelled 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:**

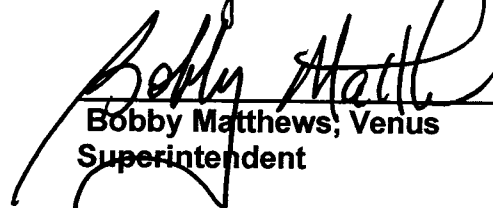
On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 8 day of April, 2013.

  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

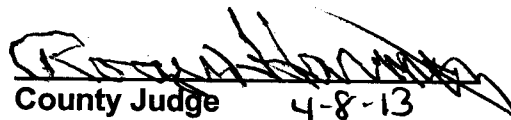
On behalf of Venus Independent School District, I hereby accept the terms of this Agreement.

Signed the 31<sup>st</sup> day of January, 2013.

  
Bobby Matthews, Venus  
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 8<sup>th</sup> day of April, 2013.

COUNTY OF JOHNSON

  
County Judge 4-8-13  
Johnson County Commissioners  
Court

**EXHIBIT A/B**

**EARLY VOTING/ ELECTION DAY  
POLLING LOCATION  
VENUS ISD  
MAY 11, 2013  
GENERAL & SPECIAL ELECTION**

April 29, 2013 through May 7, 2013 is the period for early voting excluding weekend by personal appearance (Sec. 85.001). Any voter qualified to vote in the May 11, 2013, General & Special Election for the Venus ISD only is eligible for early voting by personal appearance.

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

Monday, April 29 2013 – Friday, May 3, 2013 hours: 8:00am until 5:00pm.

Monday, May 6, 2013 - Tuesday, May 7, 2013 hours: 8:00am until 5:00pm.

**Exhibit A**

**EARLY VOTING LOCATION**

Venus ISD Administration Office  
100 Student Dr.  
Venus, Texas 76064  
(817) 556-6197

**Exhibit B**

**May 11, 2013 Hours for Election Day are 7:00am. until 7:00pm.**

**ELECTION DAY LOCATION**

Venus Community Center  
210 Walnut St.  
Venus, Texas 76084

**Exhibit C**

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

**VENUS ISD:**

	<b>Estimated</b>	<b>Actual</b>
<b>1. VOTING EQUIPMENT</b>		
(X) Rental M650 Optical Scanner.....	\$ 0	\$ 0
(X) Rental ES&S Auto-Mark for HAVA Compliance... Rent 1 Auto-mark.....	. \$ 250.00	\$ 0
(X) In County Testing of ES&S Auto-Mark & M650 Optical Scanner 2 hrs @ \$10.00 Per hr X 2 people.....	\$ 40.00	\$ 0
(X) Programming Charges/Coding/Media/shipping for 650 Central count & Auto-marks .....	\$ 1300.00	\$ 0
(X) Printing Ballots/Layout/Spanish Coding/ Shipping .....	\$ 500.00	\$ 0
(X) Publish Notice of Tabulation test .....	\$ 0	\$ 0
(X) Delivery & P/Up of Auto-mark @ \$10.00 per hr for 2 hrs X 2 people.....	\$ 40.00	\$ 0
(X) Building Rental \$000.00 .....	\$ 0.00	\$ 0
<b>2. PERSONNEL EXPENSES</b>		
(X) Ballot Board 3 persons for 5hrs = 15hrs @ \$10.00 .....	\$ 150.00	\$ 0
(X) Preparation of Supplies & Ballots 2 persons for 8 hrs = 16hrs @ \$10.00 .....	\$ 160.00	\$ 0
(X) Central Counting Station Personnel .....	\$ 0	\$ 0
Manager and technical personnel.....	\$ 150.00	\$ 0
(X) Security 1 for 5 hrs = 5hrs @ \$30.00.....	\$ 0	\$ 0
<b>3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS</b>		
(X) Judges Kits Early Voting 1 @ \$28.00 ea.....	\$ 28.00	\$ 0
(X) Ballot by Mail VISD: 5 @ \$5.00.....	\$ 25.00	\$ 0
(X) Early Voting Combination forms.....	\$ 26.25	\$ 0
(X) Early Voting Judges 60hrs @ 11.00hr.....	\$ 660.00	\$ 0
(X) Early Voting Clerks 110.5hrs @ 10.00hr = \$1105.00 X 2.....	\$ 2210.00	\$ 0
(X) Early Voting mileage reimbursement.....	\$ 0	\$ 0
(X) Early Voting Pick up & delivery fee.....	\$ 25.00	\$ 0
(X) Judges Kits Election Day 1 @ \$28.00 ea.....	\$ 28.00	\$ 0
(X) ED. Combination forms 50 @ \$.35.....	\$ 17.50	\$ 0
(X) Election Day Judge 13hr @ 11.00hr.....	\$ 143.00	\$ 0



(X) Election Day Clerks 12hr @ 10.00hr = \$120.00 X 2 .....	\$	240.00	\$ 0
(X) Election Day Pick up & delivery fee .....	\$	25.00	\$ 0
(X) Preparation VR list...1/2 case legal paper @ \$22.00 ea.....	\$	10.00	\$ 0
(X) VR list, Supplies, toner cartridges, red seals, Etc.....	\$	100.00	\$ 0
Subtotal.....	\$	6,127.75	\$ 0
(X) CONTRACT ADMINISTRATIVE FEE COST 10% of subtotal .....	\$	612.78	\$ 0
<b>TOTAL COST.....</b>	<b>\$</b>	<b>6,740.53</b>	<b>\$ 0</b>

**\* 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.