

**ELECTION AGREEMENT  
FOR JOHNSON COUNTY AND GODLEY INDEPENDENT SCHOOL DISTRICT  
NOVEMBER 3, 2015**

THIS AGREEMENT is made and entered into this 17 day of August 2015, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and GODLEY 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" Special Election on November 3, 2015 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 3, 2015 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 3, 2015 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 3, 2015, 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 3, 2015, 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 & Ballot by Mail

- a. Godley ISD will perform all Early voting duties for the Johnson County ISD portions.

3.02 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.
- 3.03 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 6 months.

#### IV. ISD

ISD shall have the following responsibilities in conducting this election on November 03, 2015;

- 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 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 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:**

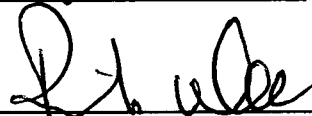
On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 28<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Patty Bourgeois  
Elections Administrator  
Johnson County, Texas

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

Signed the 17 day of August, 2015.

  
\_\_\_\_\_  
Dr. Rich Dear, Godley  
Superintendent

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 28<sup>th</sup> day of September, 2015.

**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. Rich Dear, Godley  
Superintendent  
313 N. Pearson St.  
Godley, Texas 76044

**Exhibit B**  
*(Anexo B)*

**ELECTION DAY LOCATION**  
**GODLEY ISD**  
**NOVEMBER 03, 2015**  
**SPECIAL ELECTION**  
*(CENTRO DE VOTACION EN EL DÍA DE ELECCIONES*  
*GODLEY ISD*  
*03 DE NOVIEMBRE DEL 2015*  
*ELECCIÓN ESPECIAL)*

**November 3, 2015 Hours for**  
**Election Day are 7:00 am until 7:00 pm**  
*(El 03 de noviembre del 2015, las horas para*  
*el día de elecciones son 7:00 am hasta 7:00 pm)*

- |               |  |
|---------------|--|
| <b>1, 32</b>  | <b>Reece Prairie Baptist Church</b><br><i>(Iglesia Bautista Reece Prairie)</i><br>9705 CR 1016<br>Burleson, Texas 76028                    |
| <b>2</b>      | <b>NorthPointe FBC of Joshua</b><br><i>(NorthPointe FBC de Josué)</i><br>2450 SW Wilshire Blvd.<br>Burleson, Texas 76028                   |
| <b>14</b>     | <b>Cleburne Family Fellowship Church</b><br><i>(Iglesia Cleburne Family Fellowship)</i><br>710 W. Kilpatrick Ave.<br>Cleburne, Texas 76033 |
| <b>15</b>     | <b>Bono Baptist Church</b><br><i>(Iglesia Bautista Bono)</i><br>6349 Bono RD.<br>Godley, Texas 76044                                       |
| <b>30, 33</b> | <b>First Baptist Church</b><br><i>(Primera Iglesia Bautista)</i><br>101 E. Allen<br>Godley, Texas 76044                                    |

**Exhibit C**

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

**GODLEY ISD: PCT. 1,2,14,15,30,32 & 33**

<b>1. VOTING EQUIPMENT</b>	<b>Estimated</b>	<b>Actual</b>
(X) Rental M650 Optical Scanner .....	\$350.00	\$0.00
(X) Rental ES&S Auto-Mark for HAVA Compliance. Rent 5 Auto-mark .....	\$1,750.00	\$0.00
(X) In County Testing of Pollbooks, ES&S Auto-Mark, & M650 Optical Scanner @ \$10.00 per hr for 4 hrs X 2 people .....	\$80.00	\$0.00
(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks .....	\$900.00	\$0.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping .....	\$1,000.00	\$0.00
(X) Publish Notice of Tabulation test .....	\$0.00	\$0.00
(X) Delivery & P/Up of Auto-mark @ \$10.00 per hr for 4 hrs X 2 people .....	\$80.00	\$0.00
(X) Building Rental .....	\$150.00	\$0.00
 <b>2. PERSONNEL EXPENSES</b>		
(X) Ballot Board @ \$10.00 per hr for 5 hrs X 3 people ....	\$150.00	\$0.00
(X) Preparation of Supplies & Ballots @ 10.00 per hr for 8 hrs X 2 people .....	\$160.00	\$0.00
(X) Central Counting Station Personnel .....	\$100.00	\$0.00
Manager and technical personnel .....	\$287.00	\$0.00
(X) Security @ \$35.00 per hr for 5 hrs X 1 deputy .....	\$175.00	\$0.00
 <b>3. ESTIMATED EARLY VOTING AND ELECTION DAY COSTS</b>		
(X) Early Voting will be conducted by Godley ISD.		

**Exhibit C**

(X) Judge's Kit Election Day 5 @ \$50.00 ea .....	\$250.00	\$0.00
(X) Election Day Combination forms .....	\$26.00	\$0.00
(X) Election Day Judges \$11.00 per hr for 13 hrs		
X 5 judges .....	\$715.00	\$0.00
(X) Election Day Clerks \$10.00 per hr for 13 hrs		
X 10 clerks .....	\$1,300.00	\$0.00
(X) Election Day Pick up & delivery fee 5 @ \$25.00 ea .....	\$125.00	\$0.00
(X) Supplies, toner cartridges, red seals, & etc .....	\$300.00	\$0.00
Subtotal .....	\$7,898.00	\$0.00
(X) CONTRACT ADMINISTRATIVE FEE COST		
10% of subtotal .....	\$789.80	\$0.00
<b>TOTAL COST ...</b>	<b>\$8,687.80</b>	<b>\$0.00</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.

**\* Reference to:**