Special

Thursday, September 4, 2014 12:00 PM
Granbury ISD Board Room, 600 West Pearl St., Granbury, TX 76048, W Pearl St, Granbury, TX 76048

1. **Call to order - 12:00 PM - GISD Board Room**
2. **Convene in closed session under the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.**
   a. Chapter 551.074 - Personnel
      1. Consider Staff Appointments
   b. Chapter 551.072 - Purchase, exchange, lease or value of real property
3. **Reconvene in open session**
4. **Discussion/Action**
   a. Consider Joint Election Agreement with Parker County for the November General Election
   b. Consider Joint Election Agreement with Johnson County for the November General Election
   c. Consider Joint Election Agreement with Somervell County for the November General Election
5. **Consider action on items discussed in closed session**
   a. Consider Staff Appointments
   b. Consider Goals for Superintendent's Evaluation
   c. Consider purchase, exchange, lease or value of real property
6. **Adjourn**

CONTRACT FOR ELECTION SERVICES WITH PARKER COUNTY ELECTIONS ADMINISTRATION AND GRANBURY ISD

THIS CONTRACT made this ____1st____ day of____July___, 2014 by and between the GRANBURY ISD SUPERINTENDANT, acting by and through the Governing Body of GRANBURY ISD and Don Markum, Elections Administrator of Parker County, Texas, hereinafter referred to as "Contracting Officer", and by authority of Section 31.092(b), Texas Election Code, for services in the General Election to be held on November 4, 2014

WHEREAS, on November 4, 2014, the GRANBURY ISD will hold an Election, the Governing Body has agreed to conduct the elections jointly. The implementation and actual management of the joint election shall be with Parker County Elections Administration. The joint resolution will include any territory where the election precinct can be served by a common polling place and election officials.

DUTIES AND SERVICES OF CONTRACTING OFFICER

The Contracting Officer shall be responsible for performing the following duties and shall furnish services and equipment.

(a) Procure and distribute all necessary election supplies, including:
  (1) Ballots
  (2) Elections Kits
  (3) Early Voting Equipment

(b) Procure all necessary voting machines and equipment, and prepare the voting machines and equipment for use, as described in separate Rental Agreement.

(c) Arrange for the selection, notification and compensation of the election judges and clerks at Election Day locations. Conduct the training and distribute election supplies for election officials.

(d) Supervise and conduct early voting in person and by mail. Arrange for the selection, notification, and compensation of the Deputy Early Voting Clerks. Branch early voting locations, including days and hours

of voting, are established in the Order of Election. Ballot by mail request shall be mailed to Early Voting Clerk, Parker County and will be processed by the Contracting Officer.

Don Markum, Parker County Elections Administrator, will serve as Early Voting Clerk and Beth Molder, will serve as Deputy Early Voting Clerk.

(e) To tabulate unofficial returns and provide all documents for the official canvass to the GRANBURY ISD as prescribed by the Texas Election Code.

(f) Conduct a manual count of at least one percent (1%) of the election precincts or in three (3) precincts, whichever is greater, and submit a written report.

(g) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(h) Serve as custodian of election records.

(i) Assist in providing the general overall supervision of the election and provide the advisory services in connection with the decisions to be made and the actions to be taken be the Governing Body which is responsible for holding the election.

(j) Prepare the unofficial canvass report and deliver copy to Governing Body as soon as possible.

(k) Provide the same services, equipment, and supplies necessary for the Runoff Election if required. Cost will be based on the actual number of hours required in furnishing the additional services times the cost per hour specified in this contract, together with the actual cost for supplies, equipment and rentals. In the event a Runoff Election is necessary, the contracting entity and the County will enter into an amendment to this contract.

DUTIES AND SERVICES OF GOVERNING BODY

The Governing Body shall, at its sole cost and expense, perform the following:

(a) Prepare appropriate documents for assisting the Contracting Officer in establishing precincts and polling places, election judges, and members of the Early Voting Ballot Board, if necessary.

(b) Prepare all election orders, resolutions, notices and other statutory documents for adoption and for execution by the appropriate officer. Take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results.

(c) Prepare and publish in the official newspaper, or post, all required election notices.

(d) Deliver to the Contracting Officer, the official wording that is to be printed on the ballot with the exact form, order, Spanish translation, and spelling that is to be used. The Governing Body shall approve the final form and wording of the proposed ballot.

(e) Pay any additional costs incurred by the Contracting Officer if a recount for the election is required, or the election is contested in any manner.

(f) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes and procedures

(g) Preparing and submitting for the pre-clearance to the United States Department of Justice any changes in voting practices. GRANBURY ISD shall hold the CONTRACTING OFFICER harmless for denial of pre-clearance by the Department of Justice and shall pay any and all expenses incurred by the CONTRACTING OFFICER prior to written notification to the CONTRACTING OFFICER of denial.

GENERAL CONDITIONS

(a) Nothing contained in this contract shall authorize or permit a change in:

(1) The officer with whom or the place at which any document or record relating to the election if to be filed;

(2) The place at which any function is to be carried out;

(3) The officers who will prepare the official canvass of the election returns;

(4) The officer who will serve as custodian of the voted ballots or other election records; or

(5) Any other nontransferable functions specified by Section 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Governing Body for the purposes of contracting with the third parties, with respect to the election expenses within the scope of the Contracting Officer's duties; and the contracting Officer is not liable for the Governing Body's failure to pay a claim.

(c) The Contracting Officer shall files copies of this contract with the County Judge and the County Auditor of Parker County, Texas.

(d) The days and hours of Early voting will be as follows:

Monday	October 20, 2014	8:00am-5:00pm
Tuesday	October 21, 2014	8:00am-5:00pm
Wednesday	October 22, 2014	8:00am-5:00pm
Thursday	October 23, 2014	8:00am-5:00pm
Friday	October 24, 2014	8:00am-5:00pm
Saturday	October 25, 2014	7:00am-7:00pm
Sunday	October 26, 2014	11:00am-4:00pm
Monday	October 27, 2014	7:00am-7:00pm
Tuesday	October 28, 2014	7:00am-7:00pm
Wednesday	October 29, 2014	7:00am-7:00pm
Thursday	October 30, 2014	7:00am-7:00pm
Friday	October 31, 2014	7:00am-7:00pm

PAYMENT FOR SERVICES

(a) Only the actual expenses directly attributable to the Contract may be charged, plus an administrative fee of 10% of such actual costs. (Section 31.100(b), Texas Election Code.

(b) As partial payment of the Contract estimate of **$6,021.23** shall pay to Parker County the sum of, **$4,515.92** at the time the contract is executed and the election is called.

The balance for such services shall be paid within (30) days from the receipt of final billing.

In the event said election is canceled in accordance with Section 2.052, the Governing Body shall reimburse the county for any expenses incurred as of that date.

WITNESS the following signatures and seal:

BY_____

SUPERINTENDANT

GRANBURY ISD

BY_____

DON MARKUM, ELECTIONS ADMINISTRATOR

PARKER COUNTY, TEXAS

By_____

JOHN FORREST JR. COUNTY ATTORNEY

PARKER COUNTY, TEXAS

ELECTION COST ESTIMATE

Special Note: This estimate is merely to determine advance funds needed for the November 4, 2014 election. Final determination as to cost payable will be determined upon receipt of actual expenses.

Subdivision: GRANBURY ISD

Authorized Agent:

Address:

STATISTICAL INFORMATION

1. Eligible Voters:
2. Estimated Turnout _____
3. Number of election day polling places: 1
4. Number of early voting sites: 1

ESTIMATED COST OF ELECTION

1. Ballot Proofing/Distribution (5 hours x $17.00)	$ 85.00
2. Ballots and Programming	
1-5 Races	$ 1550.00
3. Election Forms/Kits	
1 Election Day @ $25.00	$ 25.00
1 Early Voting @ $25.00	$ 25.00
	$ 50.00
4. Election Officials	
a. 1 Election Judges shared @ $10.00 x 14 hours	$ 140.00
2 Clerks shared @ $9.00 x 14 hours	$ 252.00
b. Pick up / delivery supplies and equipment	$ 25.00
c. Total Cost	$ 417.00

5. Deputy Early Voting Clerks

a. 1 Lead Clerks @ $10.00 x 137 hours	$ 1,370.00
2 Clerks @$9.00 x 137 hours	$ 2,466.00
b. Pick up / delivery supplies and equipment	$ 25.00
Total Cost	$ 2,405.00

6. Early Voting by Mail and Support

Personnel (2 hrs x $17.00)	$ 34.00
Supplies 100 Ballot By Mail Kits	$ 73.00
Total	$ 107.00

7. Preparation and Distribution of Supplies Early Voting

Flat fee of $ 50.00

Preparation and Distribution of Supplies Election Day

Flat fee of $ 50.00

8. Central Counting Station/Elections Office Personnel

Counting Station Manager (14 Hours)	$ 385.56
Tabulation Supervisor (14 Hours)	$ 306.18
Deputy Voter Registration (14 Hours)	$ 315.28
Other Elections Office Personnel	$ 820.00
Total	$1,827.02
Shared Cost	$ 121.80

COST OF ELECTION	**$ 4,835.80**
Administrative Fee (10%)	$483.58
TOTAL COST OF CONTRACT	**$5,521.23**

Rental Agreement for Hart Intercivic

ELECTION AGREEMENT
FOR JOHNSON COUNTY AND
GRANBURY INDEPENDENT SCHOOL DISTRICT
NOVEMBER 4, 2014

THIS AGREEMENT is made and entered into this ___day of_____2014 , by and between the COUNTY OF JOHNSON,TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and Independent School District of Granbury, TEXAS, 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 November 4, 2014; 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 4, 2014 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 November 4, 2014, 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 4, 2014, 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 4, 2014, 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 location.

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. 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 Granbury may vote early at all six locations. See attached.

c. The COUNTY shall be responsible for early voting ballot requests by mail. The ISD shall forward any requests by mail applications to the COUNTY.

d. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.02 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^{th} day or earlier after Election Day).

3.03 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.

3.04 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 4, 2014;

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 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.

5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.

5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the 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 CANCELLED

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 _____ day of _____, 2014.

_____
Patty Bourgeois
Elections Administrator
Johnson County, Texas

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

Signed the _____day of _____, 2014.

_____
James M. Largent, ED. D, Superintendent
Granbury Independent School District

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2014.

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

James M. Largent, ED. D, Superintendent
Granbury Independent School District
600 W Pearl St.
Granbury, Texas 76048

THE STATE OF TEXAS
COUNTY OF SOMERVELL

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT ELECTION AGREEMENT AND CONTRACT for election services is made by and between the **GRANBURY SCHOOL DISTRICT**, acting by and through the **Governing Body of GRANBURY INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as the "School District" and **SOMERVELL COUNTY, TEXAS,** acting by and through Cathy Thomas, Elections Administrator.

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Section 31.092(b) and 271.002 for services and Texas Education Code Section 11.0581 for a joint General Election to be held on Tuesday, November 4, 2014 to be administered by Cathy Thomas, Somervell County Elections Administrator, hereinafter referred to as "Elections Administrator".

WHEREAS, each Party listed above plans to hold a general and/or special election on November 4, 2014.

WHEREAS, the County owns an electronic voting system, the ES&S M-100, AUTOMark Voting System, which has been duly approved by the Secretary of State pursuant to Texas Elections Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012 . Contracting political subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, it is agreed as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. The "School District" agrees to pay Somervell County for equipment, supplies, services, and administrative costs as provided in this Agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each Party shall remain responsible for the decisions and action of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Party as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballots styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Party shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the School District's governing body, charter, or ordinances, except that the Elections

Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator. Each Party shall approve the final form and wording of the proposed ballot.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in Exhibit A of the Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the assistance and approval of the School District. The Elections Administrator shall notify the School District of any changes from the locations listed in Exhibit A.

If polling places for the November 4, 2014 joint election are different from the polling places(s) used in its most recent election, the Elections Administrator agrees to Post a notice no later than October 16, 2014 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 4, 2014 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES , CLERKS AND OTHER ELECTION PERSONNEL

Somervell County is responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator will arrange for the training and compensation of all election judges and clerks. The Elections Administrator will arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training, the distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at the hourly rate established by Somervell County pursuant to Texas election Code Section 32.091. The election judge will receive an additional sum of $25.00 for the picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central precinct count center after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day. Part-time personnel working as members of the Early Voting Ballot Board and/or central precinct count center on election night will be compensated at the hourly rate set by Somervell County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

The School District shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot including titles and text in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order. College District, Independent School District, City, and all other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Texas Election Code.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. School District agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Somervell County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the location, dates, and times listed in Exhibit "B" of this Agreement. Any qualified voter of the Joint Election may vote early by personal appearance at the joint early voting location.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

The Elections Administrator is given authority to appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections

Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL PRECINCT COUNT STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central precinct count station to receive precinct scanner PC card election results to be tallied, in accordance with the provisions of the Texas Elections Code and of this agreement.

The central precinct count station manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central precinct count station or electronic transmittals by facsimile (when so requested) and by posting to the Elections web page located at "www.co.somervell.tx.us".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each political subdivision as soon as possible after all returns have been tabulated. Each Party shall be responsible for the official canvass of its respective election(s).

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTIONS

Each Party shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the political subdivision notifies the Elections Administrator in writing within 3 business days of the original election.

Each Party eligible to hold a runoff election agrees that the date of the runoff election(s) at its meeting for canvassing the votes from the November 4, 2014 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Party eligible to hold a runoff agrees that the date of the runoff election, if necessary, shall be Tuesday December 2, 2014.

X. ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Each Party agrees to pay the Somervell County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with section 31.100(d) of the Texas Election Code. The Somervell County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) payable under this contract into the appropriate fund(s) with the county treasurer in accordance with Election Code Section 31.100(b).

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The School District may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Section 2.051-2.053 of the Texas Election Code. The withdrawing Party is fully liable for any expenses incurred by the Somervell County Elections Administrator on behalf of the School District plus an administrative fee of (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing Party shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. RECORDS OF THE ELECTIONS

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the party.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount. Each Party agrees to pay any additional costs incurred by the Elections Administrator if a political subdivision requires a recount or the election is contested in any manner.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the leased election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Somervell County Treasurer and the Somervell County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the law of the State of Texas, and all obligations of the parties created hereunder are performable in Somervell County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this Agreement shall be of no effect unless in writing and signed by all parities hereto.

9. Nothing in this Agreement shall authorize or permit a change in:
   a. The officer with whom or the place at which any document or record relating to the election is to be filed;
   b. The place at which any function is to be carried out;
   c. The officers who will prepare the official canvass of the election returns;
   d. The officer who will serve as custodian of the voted ballots or other election records; or
   e. Any other nontransferable functions specified by Section 31.096 of the Texas Election Code.

10. The Election Administrator is the agent of the Governing Body for the purpose of contracting with third parties with respect to the election expenses within the scope of the Elections Administrator's duties. The Elections Administrator, however, is not liable should Somervell County fail to pay a claim.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Party under the terms of this agreement is listed below. Each Party agrees to pay the Somervell County Elections Administrator a deposit of approximately 75% of this estimated obligation no later than 15 days after execution of this agreement. Total cost shall be calculated after the November 4, 2014 election (or runoff election , if applicable), and if the amount of the School District's total obligation exceeds the amount deposited, the School District shall pay to the Elections Administrator the balance due within 30 days after receipt of the final invoice from the Elections Administrator. However, if the amount of the political subdivision's total obligation is less than the amount deposited, the Elections Administrator shall refund to the political subdivision the excess amount paid within 30 days after the final costs are calculated.

As partial payment of the estimated costs of $ 1,870.00 under this Agreement, GRANBURY INDEPENDENT SCHOOL DISTRICT shall pay to Somervell County the sum of $ 1,400.00 when this Agreement is executed and the election is called.

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this Agreement has been executed on behalf of the Parties hereto as follows, to-wit:

(1) It has on the 26 day of August, 2014 been executed by the Somervell County Elections Administrator pursuant to the Texas Elections code so authorizing;

(2) It has on the _____ day of August, 2014 been executed on behalf of Granbury Independent School District, Texas pursuant to an action of Granbury Independent School District.

ACCEPTED AND AGREED TO BY POLITICAL SUBDIVISION:

_____
GRANBURY INDEPENDENT SCHOOL DISTRICT

ACCEPTED AND AGREED TO BY THE SOMERVELL COUNTY ELECTIONS ADMINISTRATOR:

Cathy Thomas
CATHY THOMAS

APPROVED AS TO FORM BY:

ANDY LUCAS, COUNTY ATTORNEY
SOMERVELL COUNTY, TEXAS

EXHIBIT "A"

NOVEMBER 4, 2014
JOINT GENERAL ELECTION
GRANBURY I.S.D. & SOMERVELL COUNTY

EARLY VOTING LOCATION & HOURS

COUNTY ANNEX, CONFERENCE ROOM
206 ELM ST. / 102 N.E. VINE ST.
GLEN ROSE, TEXAS

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 19	**October 20** ***Early Voting*** **8 am – 5 pm**	**October 21** ***Early Voting*** **8 am – 5 pm**	**October 22** ***Early Voting*** **8 am – 5 pm**	**October 23** ***Early Voting*** **8 am – 5 pm**	**October 24** ***Early Voting*** **8 am – 5 pm**	**October 25** ***Early Voting*** **8 am – 12 Noon**
October 26	**October 27** ***Early Voting*** **8 am – 5 pm**	**October 28** ***Early Voting*** **8 am – 5 pm**	**October 29** ***Early Voting*** **8 am – 5 pm**	**October 30** ***Early Voting*** **8 am – 5 pm**	**October 31** ***Early Voting*** **8 am – 5 pm**	November 1

EXHIBIT "B"

NOVEMBER 4, 2014
JOINT GENERAL ELECTION
GRANBURY I.S.D. & SOMERVELL COUNTY

ELECTION DAY POLLING LOCATIONS

Precinct 1	Somervell County Annex – Conference Room 102 N.E. Vine St.
Precinct 2	Citizens Center – Paluxy Room 209 S.W. Barnard St.
Precinct 3	Expo Center 202 Bo Gibbs Blvd.
Precinct 4	Oakdale Park Convention Center 1019 N.E. Barnard St.

EXHIBIT "C"

ESTIMATED ELECTION EXPENSES FOR
GRANBURY I.S.D.
NOVEMBER 4, 2014 JOINT GENERAL ELECTION

This estimate is only to help determine the advance funds for the November 4, 2014 Joint Election. (Fees reflect Granbury I.S.D. "shared" cost)

Supply Costs: Early Voting Kit Election Day Voting Kit By Mail Packet/Kits EPollBook Labels	**$ 50.00**
Programming: PC Cards ADA Voting Equipment Ballot Programming & Printing	**$ 500.00**
Publication Expenses: Notice of Public Testing	**$ 50.00**
Payroll Expenses: Early Voting Clerks Election Day Workers Early Voting Ballot Board	**$ 800.00**
Electronic Voting Equipment Rental: M100 Precinct Scanner ADA AutoMARK EPollBook	**$ 300.00**
Cost of Election	**$ 1,700.00**
Administrative Fee (10%)	**$ 170.00**
TOTAL ESTIMATED COST	**$1,870.00**

Texas Election Code

Section 31.100(c) If the estimated expenses, not including the fee charged under Subsection(d), exceed the actual expenses, the amount of the difference shall be refunded to the Contracting Authority.

Section 2.052 In the event said election, or any part thereof, is canceled, the Governing Body shall reimburse the county for only those expenses incurred.