



**AGENDA ITEM REQUEST FORM  
CITY OF JOHNSON CITY, TEXAS  
CITY COUNCIL**

**ITEM NO. 6**

**MEETING DATE:** December 6, 2022

**AGENDA PLACEMENT:**

- Ceremonial
- Consent
- Individual
- Closed Session

**CAPTION:**

Approval of an Election Services Contract between the City of Johnson City, Texas and the Blanco County Elections Officer for the May 6, 2023 Uniform Election and related services. (Staff)

**STRATEGIC WORK PLAN:**

- Not Applicable
- Goal 1: Increase Housing Diversity
- Goal 2: Expand Quality Lodging
- Goal 3: Improve Code Enforcement
- Goal 4: Improve Streetscaping & Signage
- Goal 5: Improve Fire Safety
- Goal 6: Improve Streets
- Goal 7: Increase Publicity & Promotion of the Community
- Goal 8: Increase Economic Development Activities

**EXECUTIVE SUMMARY:**

The attached Contract transfers a variety of duties related to the conduct of the May 6, 2023 uniform election from the City to the County Elections Officer. Specifically, the County Elections Officer would be responsible for the following:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the Election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
  - (1) ballots and ballot cards;
  - (2) qualification field systems - "Knowlnk Poll-Pads";
  - (3) election kits;

- (4) voting booths, privacy dividers, ballot boxes; and
- (5) all necessary ADA compliant voting equipment.
  
- (d) Notify election judges of the date, time, and place of any Election.
- (e) Arrange for the use of a central counting station and for the personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;
- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended; and
- (i) Perform all election duties in accordance with the Texas Election Code.

The City would continue to be responsible for the following:

- (a) Calling the election and performing related activities specifically required by State Law of the City Secretary.
- (b) The Participating Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in "Exhibit B" for each Vote Center/polling place listed in "Exhibit B" subject to the eligibility requirement found in the Texas Election Code Chapters 32 and 83. The Participating Parties acknowledge that approval of this Election Services Contract by the Entity shall constitute approval and appointment of the Judges and Alternate Judges listed in "Exhibit B" by the Entity. The Elections Officer will be responsible for the administration of the election judges.
- (c) As soon as possible after the candidate filing deadline, the Entity shall certify in writing to the Elections Officer the candidates' names (as each is to appear on the ballot) and offices sufficiently in advance to allow time to prepare the ballot and to conduct any necessary logic and accuracy testing.

The attached Contract was reviewed by the City Attorney and Chief Administrative Officer. Redlines were submitted to the County Attorney's Office; however, the County declined to make any additional amendments, stating that "this [Contract] went out to other parties and they've already voted on the contract so at this point we cannot make any more changes."

#### **FINANCIAL:**

The proposed Contract envisions a cost-sharing arrangement, whereby all participating entities pay a pro-rata share of the actual costs incurred for the election, plus a 10% administrative fee payable to the Elections Officer's office. Consequently, the more entities that participate in the election, the lower each entity's election costs should be.

**Example:**

Registered Voters in County -	10,157	$10157/13855 =$	73.31% of total cost
Registered Voters in Joint Entity A -	1,224	$1224/13855 =$	8.83% of total cost
Registered Voters in Joint Entity B -	2,474	$2474/13855 =$	17.86% of total cost
Aggregate Registered Voters -	13,855		

**ATTACHMENTS:** Proposed Contract

**SUGGESTED ACTION:**

In City Staff's opinion, transferring the administration of the City's elections to the County Elections Officer accomplishes the following:

1. Provides potential cost savings;
2. Offers advancements in technology (poll pads, etc.) not currently owned or held by the City;
3. Increases Staff efficiencies given the current number of available City Staff members;
4. Eliminates potential conflicts of interest between City Staff members, officials, and potential candidates; and
5. Increases accountability and faith in the election process.

Motion to approve an Election Services Contract between the City of Johnson City, Texas and the Blanco County Elections Officer for the May 6, 2023 Uniform Election and related services.

**PREPARED BY:** City Staff

**DATE SUBMITTED:** 12/1/22

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**ELECTION SERVICES CONTRACT**  
**BETWEEN**  
**BLANCO COUNTY ELECTIONS OFFICER**  
**AND**  
**CITY OF JOHNSON CITY, TEXAS**

**UNIFORM ELECTION**

**MAY 6, 2023**

**ELECTION SERVICES CONTRACT  
BETWEEN THE  
BLANCO COUNTY ELECTIONS OFFICER AND  
CITY OF JOHNSON CITY, TEXAS**

**THIS CONTRACT** ("Election Services Contract" or "Contract") is made and entered into on this \_\_\_\_\_ day, \_\_\_\_\_ 2022, by and between the City of Johnson City, Texas ("Entity"), and Kristen Spies, County Elections Officer for Blanco County, Texas, ("Elections Officer"), under the authority of the Texas Election Code Chapters 31 and 271, and upon approval of the Blanco County Commissioners Court and the City Council of the City, (collectively "Participating Parties") for the services to be performed by the Participating Parties in the **MAY 6, 2023 UNIFORM ELECTION** ("Election") as outlined herein.

**NOW THEREFORE THIS CONTRACT** is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Participating Parties understand the tasks each is to perform in connection with the Election as follows:

**SECTION 1. DUTIES AND SERVICES OF ELECTIONS OFFICER**

The Elections Officer shall be responsible for performing the following duties and shall furnish the following services and equipment in connection with the Election:

- (a) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (b) Contact the owner or custodian of some other public place (or if unavailable, private building) in the election precinct and arrange for its use as a polling place if the county designated polling place in the precinct is unavailable for use in the Election.
- (c) Procure, prepare, and distribute all necessary election supplies, including:
  - (1) ballots and ballot cards;
  - (2) qualification field systems - "Knowlnk Poll-Pads";
  - (3) election kits;
  - (4) voting booths, privacy dividers, ballot boxes; and
  - (5) all necessary ADA compliant voting equipment.
- (d) Notify election judges of the date, time, and place of any Election.
- (e) Arrange for the use of a central counting station and for the personnel and equipment needed at the counting station and assist in the preparation of programs and test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (f) Publish the legal notices of the date, time, and place of the test of the electronic tabulating equipment and conduct such test;
- (g) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers who are responsible for holding the Election;

- (h) Prepare submission(s) of voting changes to the U.S. Department of Justice, if necessary, under the federal Voting Rights Act of 1965, as amended; and
- (i) Perform all election duties in accordance with the Texas Election Code.

## **SECTION 2. DUTIES AND SERVICES OF THE ENTITY**

The Entity shall be responsible for performing the following duties in connection with the Election:

- (a) The Participating Parties are responsible for the appointment of the presiding election judges and alternate election judges listed in "Exhibit B" for each Vote Center/polling place listed in "Exhibit B" subject to the eligibility requirement found in the Texas Election Code Chapters 32 and 83. The Participating Parties acknowledge that approval of this Election Services Contract by the Entity shall constitute approval and appointment of the Judges and Alternate Judges listed in "Exhibit B" by the Entity. The Elections Officer will be responsible for the administration of the election judges.
- (b) As soon as possible after the candidate filing deadline, the Entity shall certify in writing to the Elections Officer the candidates' names (as each is to appear on the ballot) and offices sufficiently in advance to allow time to prepare the ballot and to conduct any necessary logic and accuracy testing.

## **SECTION 3. GENERAL PROVISIONS**

- (a) Nothing contained in this Contract shall authorize or permit a change in the officer, the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Texas Election Code Section 31.096.
- (b) The Elections Officer is the agent of the Entity for the purposes of contacting the third parties with respect to the election expenses within the scope of the Elections Officer's duties, and the Elections Officer is not liable for the Entities' failure to pay a claim.
- (c) The Elections Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Blanco County, Texas.
- (d) This Contract is subject to the written approval of the political subdivision involved in the election and shall not be binding on the Entity until such written approval is obtained.
- (e) It is agreed that it is in the public interest of the Participating Parties, that Kristen Spies, Elections Officer, serve as the Early Voting Clerk for both entities participating in this election.

## **SECTION 4. COST OF SERVICES**

**Costs.** Entity agrees to pay a pro rata share of the actual costs incurred. The actual costs shall be prorated for all Participating Parties.

Example:

Registered Voters in County -	10,157	$10157/13855 =$	73.31% of total cost
Registered Voters in Joint Entity A-	1,224	$1224/13855=$	8.83% of total cost
Registered Voters in Joint Entity B -	2,474	$2474/13855=$	17.86% of total cost
Aggregate Registered Voters -	13,855		

**Administrative Fee.** The Elections Officer shall also charge an administrative fee equal to 10% of the Entity's share of the cost of the Election or a minimum of \$75.00.

### SECTION 5. ACKNOWLEDGMENT OF SHARED ELECTION

The Entity acknowledges that the Election is a Joint Election under Texas Election Code Chapter 271, and that the Elections Officer, in accordance with Texas Election Code Sections 31.092 and 31.093, may enter into a similar Joint Election Services Contract with other political subdivision(s) in the county (collectively, the "Participating Parties") listed in Exhibit C of this Election Services Contract. In such event, the Entity understands and agrees that the costs of common polling places, ballots and programming, voting equipment, and the common set of election workers will be shared with the other Participating Parties.

### SECTION 6. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be construed under and in accordance with applicable Federal and State laws, and all obligations of the parties created hereunder are performable in Blanco County, Texas.
- (b) In case any one or more of the provisions contained in this Contract 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 thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (c) In the case of an election contest solely challenging this Entity's election results, the cost of such contest, challenge, or litigation will be borne by the Entity.
- (d) In the case of a runoff election due to undecided races on the election, the cost of such runoff election will be borne by the entity and will be contracted for at such time.
- (e) In a joint election all participating parties share in the cost of such election. Therefore, if one or more parties withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will inevitably be affected and will be adjusted and itemized in the final Actual Cost Report.
- (f) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter. By affixing his/her signature to this Contract, the party acknowledges, accepts

and approves all resolutions, documents and attachments/exhibits included as part of this Contract.

- (g) No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, and duly executed by the parties.

**SECTION 7. CANCELLATION OF ELECTION**

The Entity may cancel this Contract at any time. In the event that Entity cancels this Contract, Entity shall only be responsible for its share of expenses actually incurred prior to cancellation.

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Contract on the dates indicated below, and the Contract is effective on the date the last Party signs:

**CITY OF JOHNSON CITY, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rhonda Stell  
Mayor City of Johnson City

Attest:

By: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**BLANCO COUNTY ELECTIONS OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kristen Spies  
Blanco County Elections Officer  
Blanco County, TX



**EXHIBIT A**  
**ESTIMATE OF COSTS**

**EXHIBIT B**  
**ELECTION JUDGES**

**EXHIBIT C**

**PARTICIPATING POLITICAL SUBDIVISIONS (PARTIES)**