

**RESOLUTION NO. 2015-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF COPPERAS COVE ON THE 3RD DAY OF NOVEMBER 2015; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the laws of the State of Texas and the Charter of the City of Copperas Cove provide that on November 3, 2015 there shall be a Special Election to elect certain positions on the City Council; and

**WHEREAS**, if, in the election to a position on the City Council, no candidate receives a majority of all the votes cast in that race, a Runoff Election shall be conducted on a date decided at canvass, between the two candidates for that office receiving the highest number of votes cast; and

**WHEREAS**, Texas Election Code, Sec. 271.002, authorizes joint elections ordered by the authorities of two or more political subdivisions if they are held on the same day within all or part of the same territory; and

**WHEREAS**, the election shall be held as a Joint Election administered by the Coryell County and Lampasas County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Copperas Cove, and a Joint Election Contract with the County of Coryell and Lampasas as set out in “**Exhibit A**” and “**Exhibit B**”; and

**WHEREAS**, the City of Copperas Cove accepts Coryell County and Lampasas County Election Administration’s use of the direct recording electronic voting system, which have been certified by the Secretary of State in accordance with the Texas Election Code and approved by the United States Department of Justice.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**SECTION 1:** That a Special Election be held in and throughout the CITY OF COPPERAS COVE, TEXAS, on the 3<sup>rd</sup> day of November 2015, for the purpose of considering the following position to City Council: Council Member Position 3;

**SECTION 2:** Early voting by personal appearance will be conducted for Coryell County residents of Copperas Cove on October 19, 20, 21, 22, 23, 26, 27, 28, 29 and October 30, 2015, at the location as follows:

Coryell County Annex – Gatesville  
201 South 7th Street  
Gatesville, TX 76528

Coryell County Annex  
201 S 2<sup>nd</sup> St.  
Copperas Cove, TX 76522

**SECTION 3:** Early voting by personal appearance will be conducted for Lampasas County residents of Copperas Cove on October 19, 20, 21, 22, 23, 26, 27, 28, 29 and October 30, 2015, at the location as follows:

- Elections Administrator Office  
407 South Pecan St. Lampasas, TX 76550

**SECTION 4:** Election Day voting will be conducted on November 3, 2015 from 7:00 a.m. to 7:00 p.m. at the locations listed below. Coryell and Lampasas Counties will conduct the election under the county wide polling place program. Voters may vote at any vote center listed in their county of residence.

(a) Coryell County residents of Copperas Cove (vote at any location below) –

Copperas Cove Civic Center	1206 West Avenue B	Copperas Cove
Holy Family Catholic Church	1201 Veterans Avenue	Copperas Cove
Eastside Baptist Church	1202 M.L. King Jr. Blvd.	Copperas Cove
City Copperas Cove Annex	201 South 2nd Street	Copperas Cove
Gatesville County Annex	201 South 7 <sup>th</sup> Street	Gatesville
Gatesville Civic Center	202 Veterans Memorial Loop	Gatesville
Evant City Hall	598 East Highway 84	Evant
Flat Community Center	159 CR 334	Flat
Oglesby Community Center	118 Main Street	Oglesby
Turnersville Community Center	8115 FM 182	Gatesville

(b) Lampasas County residents of Copperas Cove (vote at any location below) –

Clear Creek Baptist Church	3350 FM 2657	Copperas Cove
New Covenant Church	1604 Central Texas	Lampasas
Adamsville Community Center	174 CR 3750	Lampasas
JP 2 Office	104 N 4th St	Lometa
Kempner Fire Department	315 South Pecan	Kempner

**SECTION 5:** That the City Secretary is hereby directed to cause notice of said election to: (i) be published at least once, not earlier than the 30th day nor later than the 10th day, before election day as provided in Section 4.003(a) (1) of the Texas Election Code; and (ii) be posted on the principal bulletin board used for posting notices of the City Council meetings not later than the 21st day before election day. A copy of the published notice that contains the

name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

**SECTION 6.** That applications for ballot by mail for Coryell residents shall be mailed to: Justin Carothers Coryell County Tax Office, P.O. Box 6, Gatesville, Texas 76528. Applications for early voting ballot by mail must be received no later than the close of business on October 23, 2015.

**SECTION 7.** That applications for ballot by mail for Lampasas residents shall be mailed to: Randall McGuire Lampasas County Elections Administrator, P.O. Box 571, Lampasas, Texas 76550. Applications for early voting ballot by mail must be received no later than close of business on October 23, 2015.

**SECTION 8.** That if a run-off election becomes necessary, the Coryell County and Elections Administrators will conduct the run-off election at a time determined by date of official canvass.

**SECTION 9.** That in accordance with Section 123.001 of the Texas Election Code, the Direct Recording Electronic Voting Systems approved by the Secretary of State are hereby adopted for the election on November 3, 2015.

**SECTION 10.** That the City Secretary is hereby authorized to execute a Joint Election Contract for the conduct of a joint election to be held on November 3, 2015, and to approve any amendments thereto.

**SECTION 11.** The City Secretary is hereby authorized and instructed to provide and furnish all necessary election notices, preparation of ballot wording and candidate order to the County Election Officer, and necessary submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965.

**SECTION 12.** Section 61.012 of the Code requires that the City must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. The City shall use, in Early Voting and Election Day Voting, a voter assist terminal as approved by the Secretary of State, and shall contract with the Coryell and Lampasas County Elections Administrations, respectfully, for the use of said voter assist equipment that Coryell and Lampasas County uses for their elections, as same may be necessary.

**SECTION 13.** The preparation of the voting equipment to be used in connection with the general election ordered herein shall conform to the Code so as to permit the electors to vote for and elect Council Member Position 3. Said ballots shall have printed thereon such provisions, markings, and language as may be required by law. The City shall contract with the Coryell and Lampasas County Elections Administrations for the use of said voting equipment and ballots for the election ordered by this Resolution, as same may be necessary.

**SECTION 14.** The City shall contract with the Coryell and Lampasas County Elections Administrations to perform all duties normally performed by the City Secretary in special elections with respect to early voting, election day voting, and preparing the official ballots.

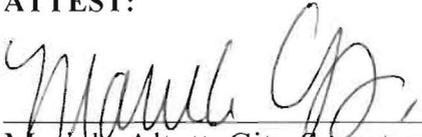
**SECTION 15.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

**PASSED, APPROVED, AND ADOPTED** on this 18th day of August 2015, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code, §551.001, et.seq.* at which meeting a quorum was present and voting.

**CITY OF COPPERAS COVE, TEXAS**

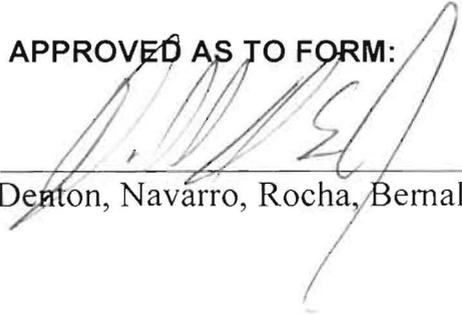
  
\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Mariela Altott, City Secretary



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Denton, Navarro, Rocha, Bernal, Hyde & Zech



**NOTICE OF GENERAL  
& SPECIAL ELECTION**  
*(Aviso de elección general y especial)*

**Copperas Cove residents of Coryell County only**  
***(Sólo residentes de la Ciudad de Copperas Cove en condado de Coryell)***

To the Registered Voters of the City of Copperas Cove, Texas, residing in Coryell County:

*(A los votantes registrados de la ciudad de Copperas Cove, Texas, residiendo del Condado de Coryell, Texas:)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 3, 2015, for voting in a general election and special election to elect Council Member Positions One (1), Position Two (2), Position Three (3) and the Mayor. *(Notifíquese, por las presente, que el siguiente sitio de votación estará abierta desde las 7 de la mañana hasta las 7 de la noche el 3 de noviembre de 2015, para votación en una elección general para elegir miembros del concilio posición uno (1), posición dos (2), posición tres (3) y alcalde.*

**ELECTION DAY – November 3, 2015 (DÍA DE LOS ELECCIONES – 3 de noviembre de 2015)**

<u>Location (Ubicación)</u>	<u>Address (Dirección)</u>
Copperas Cove Civic Center	1206 W Ave B, Copperas Cove
Holy Family Catholic Church	1201 Veterans Ave, Copperas Cove
Eastside Baptist Church	1202 ML King Jr Blvd, Copperas Cove
Copperas Cove Annex	201 S 2 <sup>nd</sup> St, Copperas Cove
Gatesville Annex	201 S 7th St, Gatesville
Gatesville Civic Center	303 Veterans Memorial Loop, Gatesville
Evant City Hall	598 E Hwy 84, Evant
Flat Community Center	159 CR 334, Flat
Oglesby Community Center	118 Main St, Oglesby
Turnersville Community Center	8115 FM 182, Gatesville
Jonesboro Methodist Church	1115 CR 193, Jonesboro

**This election will be held under the newly adopted County wide polling place program. A voter may vote at any of the following vote centers. You do not have to vote in the precinct that you live in.** *(Esta elección se celebrará en el recientemente aprobado todo el Condado programa electoral. Cada elector podrá votar en cualquiera de los siguientes centros de votación. Usted no tiene que votar en el precinto electoral en el cual usted vive.)*

**EARLY VOTING (Votación anticipada)**

Location & Address (Ubicación y dirección)

201 South 7<sup>th</sup> Street, Gatesville, TX 76528  
201 South 2<sup>nd</sup> Street, Copperas Cove, TX 76522

Between the hours of: *(durante los horas de:)*

October 19, 2015 (19 de Octubre de 2015)	8:00 a.m. - 5:00 p.m.
October 20, 2015 (20 de Octubre de 2015)	7:00 a.m. - 7:00 p.m.
October 21-23, 2015 (21 de Octubre al 23 de Octubre 2015)	8:00 a.m. - 5:00 p.m.
October 26, 2015 (26 de Octrube de 2015)	8:00 a.m. -5:00 p.m.
October 27, 2015 (27 de Octrube de 2015)	7:00 a.m. - 7:00 p.m.
October 28-October 30, 2015 (28 de Octrube al 30 de Octrube de 2015)	8:00 a.m. - 5:00 p.m.

Applications for a ballot by mail shall be mailed to: *(Las solicitudes para boletas de votacion adelantada por correo deberan enviarse a:)*

Justin Carothers, P.O. Box 6, Gatesville, TX 76528

Applications for ballots by mail must be received no later than close of business on October 23, 2015. *(Las solicitudes para boletas de votacion adelantada por correo deberan recibirse para el fin de las horas de negocio el 23 Octubre, 2015.)*

John Hull, Mayor *(Alcalde)*

EXHIBIT A

November 3, 2015  
Joint General Election  
**Contract for Election Services**  
City of Copperas Cove & Copperas Cove ISD

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**November 3, 2015**  
**Joint General and Special Elections**

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**THE STATE OF TEXAS  
COUNTY OF CORYELL  
City – School – Copperas Cove**

§

**CONTRACT FOR  
ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF COPPERAS COVE, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE COPPERAS COVE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and Justin Carothers, Tax Assessor Collector of Coryell County, Texas, hereinafter referred to as "CONTRACTING OFFICER," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's November 3, 2015 Joint General and Special Elections.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Balloting Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the balloting board.

b. Election judges will be trained by the contracting officer.

c. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$8.00 per hour for services rendered.

Each alternate judge and clerk shall receive \$8.00 per hour for services rendered.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the central counting station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes voting machines, ADA compliance headphones, transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Justin Carothers, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's November 3, 2015, Joint General and Special Elections shall be

conducted during the time period and at the locations listed in Exhibit A. All voting by personal appearance on Election Day shall be held in the designated County precincts as shown in Exhibit B.

c. All applications for an Early Voting mail ballot shall be received and processed by the Coryell County Tax Office, P.O. Box 6, Gatesville, TX 76528.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. The Contracting Officer shall arrange for the use of all Election Day polling places.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Justin Carothers. The Tabulation Supervisor shall be Bill Wheelless.

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Office shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City and School District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT.** The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than **August 26<sup>th</sup>, 2015**, the official wording the City and School District's November 3, 2015, Joint General and Special Elections.

b. The City and School District shall approve the ballot format and audio cards prior to the final printing.

C. The City and School District shall post the publication of election notice by the proper methods with the proper media.

D. The City and School District shall prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

E. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require.

F. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to October 2, 2015. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

Coryell County Tax Assessor Collector  
P.O. Box 6  
Gatesville, TX 76528

G. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

### **III. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's November 3, 2015, General and Special Elections is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

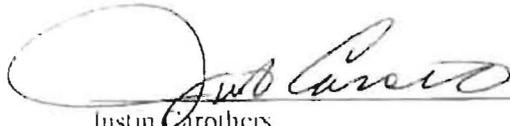
B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said elections for the City and School District.

C. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Coryell County, Texas.

**IV. Runoff**

- a. If a runoff is required the Contracting officer will hold the election
- b. All procedures affecting the runoff will be the same concerning poll workers, supplies, notices, etc.
- c. The City or School District will determine the dates of the runoff and early voting
- d. The City or School District will determine the location(s) for the runoff
- e. The cost estimate for the runoff will be separate from the General election and should be paid in full after the final invoice is sent following the runoff.

WITNESS BY MY HAND THIS THE 6 DAY OF August 2015.

  
Justin Carothers  
Tax Assessor Collector  
Coryell County, Texas

WITNESS BY MY HAND THIS THE 4th DAY OF August 2015.

City of Copperas Cove

  
City Secretary

WITNESS BY MY HAND THIS THE 13th DAY OF August 2015.

Copperas Cove Independent School District



**IV. Runoff**

- a. If a runoff is required the Contracting officer will hold the election
- b. All procedures affecting the runoff will be the same concerning poll workers, supplies, notices, etc.
- c. The City or School District will determine the dates of the runoff and early voting
- d. The City or School District will determine the location(s) for the runoff
- e. The cost estimate for the runoff will be separate from the General election and should be paid in full after the final invoice is sent following the runoff.

WITNESS BY MY HAND THIS THE 6 DAY OF August 2015.

  
Justin Carothers  
Tax Assessor Collector  
Coryell County, Texas

WITNESS BY MY HAND THIS THE 4th DAY OF August 2015.

City of Copperas Cove

  
City Secretary

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

Copperas Cove Independent School District

\_\_\_\_\_

**Contract for Election Services  
City of Copperas Cove & Copperas Cove ISD**

**Exhibit A**

**Early voting by personal appearance will be conducted each weekday at:**

**201 S 7<sup>th</sup> St, Gatesville TX 76528  
201 S 2<sup>nd</sup> St, Copperas Cove TX 76522**

**Between the hours of:**

<b>October 19<sup>th</sup></b>	<b>8 am – 5 pm</b>
<b>October 20<sup>th</sup></b>	<b>7 am – 7 pm</b>
<b>October 21<sup>st</sup>- October 23<sup>rd</sup></b>	<b>8 am – 5 pm</b>
<b>October 26<sup>th</sup></b>	<b>8 am – 5 pm</b>
<b>October 27<sup>th</sup></b>	<b>7 am – 7 pm</b>
<b>October 28<sup>th</sup>- October 30<sup>th</sup></b>	<b>8 am – 5 pm</b>

**Contract for Election Services  
City of Copperas Cove & Copperas Cove ISD**

**Exhibit B**

This election will be held under the newly adopted County wide polling place program. A voter may vote at any of the following vote centers. You do not have to vote in the precinct that you live in.

*(Esta elección se celebrará en el recientemente aprobado todo el Condado programa electoral. Cada elector podrá votar en cualquiera de los siguientes centros votación. Usted no tiene que votar en el recinto electoral en el cual usted vive.)*

November 3, 2015 – 7 am – 7 pm

Copperas Cove Civic Center	1206 W Ave B, Copperas Cove
Holy Family Catholic Church	1201 Veterans Ave, Copperas Cove
Eastside Baptist Church	1202 ML King Jr BLVD, Copperas Cove
Coryell County Annex	201 S 2 <sup>nd</sup> St, Copperas Cove
Gatesville Annex	201 S 7th St, Gatesville
Gatesville Civic Center	303 Veterans Memorial Loop, Gatesville
Evant City Hall	598 E Hwy 84, Evant
Flat Community Center	159 CR 334, Flat
Oglesby Community Center	118 Main St, Oglesby
Turnersville Community Center	8115 FM 182, Gatesville

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF LAMPASAS COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Lampasas County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Lampasas County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. *Nomination of Presiding Judges and Alternate Judges.* The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

**B. *Notification to LPS.*** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

**C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

**D. *Election Training.*** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

**E. *Logic and Accuracy Testing.*** In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

**F. *Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

**G. *Registered Voter List.*** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. **Notice at Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. **Ballots.** The Contracting Officer shall coordinate and contract with HART InterCivic, Inc. for ballot preparation based on information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, and the English and Spanish translation of the offices and any propositions. The Contracting Officer will notify the LPS and the LPS shall be responsible for the cost of such programming. The Contracting Officer shall provide sufficient time to the LPS to review the ballot before it is finalized.

K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located in the Lampasas County Courthouse Annex at 407 S. Pecan St., Lampasas, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Elections Office, located in the Lampasas County Courthouse Annex at 407 S. Pecan St., Lampasas, TX. in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. **Election Day Polling Locations.** The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of

vote counting on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

**N. *Election Night Reports.*** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

**O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.*** The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

**P. *Canvass Material Preparation.*** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

**Q. *Custodian of Election Records.*** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

**R. *Recount.***

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

**S. *Schedule for Performance of Services.*** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

**T. *Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

**U. *Department of Justice Preclearance for General Elections.*** If required by law, any changes to the general conduct of voting in Lampasas County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

**III. RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

**A. *Applications for Mail Ballots.*** The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

**B. *Election Orders, Election Notices, and Canvass.*** The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

**C. *Map/ Annexations.*** The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

**D. *Department of Justice Preclearance for Special Elections.*** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

**E. *Ballot Information.*** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

**F. *Precinct Reports to the Texas Secretary of State.*** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

#### IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Lampasas County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

#### V. PAYMENT

A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.

B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, Lampasas County has set the equipment rental fee at \$50 per JBC, DAU, eSlate and ePollbook. The LPS will pay a shared portion of the daily rental fee for the election equipment dependent upon the number of users for the election. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by Lampasas County Elections Office.

D. **Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District.** A LPS that is not a city, school district or the Saratoga Underground Water Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

#### VI. TERM AND TERMINATION

A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution

hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

## VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
  - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
  - 2. The officers who conduct the official canvass of the election returns;
  - 3. The authority to serve as custodian of voted ballots or other election records; or
  - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.
- C. **Run-off Election.** The tenets of this contract will also cover conduct and oversight of any runoff election conducted by the LPS. All clauses will remain in effect and services performed for a run-off election will be the same as for the General Election with exception of consolidation of the polling places from the five countywide polling places to one agreed upon by the LPS and the Elections Administrator of Lampasas County. Early voting will be conducted at the Lampasas County Elections Office.
- D. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Lampasas County, Texas.
- E. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

F. **Amendment/ Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

G. **Severability.** If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

H. **Representatives.** For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Randall McGuire  
 Elections Administrator, Lampasas County  
 407 S. Pecan  
 Lampasas, TX 76550  
 Tel: (512) 556-8271, ext 206  
 Fax: (512) 564-1424  
 Email:  
[elections.administrator@co.lampasas.tx.us](mailto:elections.administrator@co.lampasas.tx.us)

For the LPS:

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\* \* \*

WITNESS BY MY HAND THIS THE 19 DAY OF August, 2015.

CONTRACTING OFFICER:

Randal McGuire

Randal McGuire  
Elections Administrator  
Lampasas County, Texas

WITNESS BY MY HAND THIS THE 4th DAY OF August, 2015.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: City of Copperas Cove

By: Mariela Alott

Printed Name: Mariela Alott

Official Capacity: City Secretary

ATTEST: Bobbi B. Justice