

CITY OF CROWLEY RESOLUTION NO. _____

**CROWLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES RESOLUTION NO. 1262023**

A JOINT RESOLUTION BETWEEN THE CITY OF CROWLEY AND THE CROWLEY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES, CROWLEY, TEXAS, TO ENTER INTO AN AGREEMENT TO HOLD A JOINT ELECTION IN PRECINCTS THAT CAN BE SERVED BY COMMON POLLING PLACES.

WHEREAS, the City of Crowley - Tarrant and Johnson County (the "City") and Crowley Independent School District - Johnson County (the "District") are required to conduct elections annually on the May uniform election date; and

WHEREAS, Section 271.002, of the Texas Election Code authorizes governing bodies of political subdivisions to enter into agreements to hold joint elections in election precincts that can be served by common polling places; and

WHEREAS, Section 11.0581 of the Texas Education Code requires school districts to hold elections on the same date as either the election for the members of the governing body of a municipality located in the school district or the general election for state and county officers and to hold such elections jointly; and

WHEREAS, it is deemed to be in the best interest of the citizens residing in both of the political subdivisions to have a joint election on May 6, 2023, pursuant to the above cited provisions of the Election Code; and

WHEREAS, the City has expressed its willingness to hold its May 6, 2023 election jointly with the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS AND THE BOARD OF TRUSTEES OF THE CROWLEY INDEPENDENT SCHOOL DISTRICT; THAT

Section 1.

The said Joint Election Agreement (Exhibit "A") for election services shall be deemed an agreement authorized by this Resolution between the City of Crowley (the "City") and the Crowley Independent School District (the "District") for the purpose of conducting an election on May 6, 2023, and that both entities desire and are eligible to conduct a joint election.

Section 2.

This Resolution shall become effective from and after its passage by the City and the District.

PASSED AND APPROVED ON THIS _____ day of _____, 2023 by the Crowley City Council.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

PASSED AND APPROVED ON THIS 26th day of January, 2023 by the Crowley Independent School District Board of Trustees.

La Tonya Woodson, PhD, President
Board of Education
Crowley Independent School District

ATTEST:

Nedra Robinson, Secretary
Board of Education
Crowley Independent School District

JOINT ELECTION AGREEMENT
BETWEEN
CITY OF CROWLEY, TEXAS
AND
CROWLEY INDEPENDENT SCHOOL DISTRICT

This Agreement made by and between the City of Crowley, Texas, hereinafter referred to as the "City" and Crowley Independent School District, a political subdivision organized under the school laws of the State of Texas, hereinafter referred to as the "District" and by the authority of Section 11.0581 of the Texas Education Code and Section 271.002 of the Texas Election Code for the conduct and supervision of the Districts election for the election of its trustees.

I. RECITALS

The Texas Education Code § 11.0581 requires that a joint election be held on the same date as the municipality's election or the general election.

The District anticipates holding an election for the purpose of electing trustees of the District on May6, 2023. The City anticipates holding an election for the purpose of electing City officials on May 6, 2023. Therefore, the District desires and requests to hold a joint election with the City.

II. VOTING SYSTEM

The City utilizes paper ballots in conjunction with the Election Systems and Software (ES&S) Model M100 Ballot Scanner and the ES&S Automark Ballot Marker (ADA compliant) approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended. The Automark Ballot Marker is compliant with the accessibility requirements for persons with disabilities set forth by the Texas Election Code Section 61.012. The City owns the M100 Ballot Scanners and contracts with Johnson County Elections Office to lease the ES&S Automark Ballot Marker.

III. DUTIES AND SERVICES OF THE ELECTION ADMINSTRATOR

The City Secretary performs Election Administrator duties for the City of Crowley municipal election. The City agrees to coordinate, supervise, and conduct a Joint Election with the District on May 6, 2023, for the registered voters of Johnson County, Texas, residing within the district in accordance with the provisions of the Texas Election Code and as outlined in this agreement.

The City's Election Administrator shall perform the following duties and shall furnish the following services and equipment:

a. The Election Administrator shall arrange for appointment, notification, training, and compensation of all presiding judges, alternate judges, Central Counting Station personnel, Early Voting Ballot Board personnel and election clerks.

1. The Election Administrator shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of their appointment. The Election Administrator will determine the necessary number of clerks to work the Early Voting Ballot Board and Central Counting Station.

2. The Election Administrator will design a training program and ensure all election judges and clerks complete the required training instruction (dates to be determined).

3. The Election Administrator shall compensate each election judge and worker. Each judge shall receive \$13.00 per hour for services rendered. Each alternate judge shall receive \$12.00 for services rendered. Each clerk shall receive \$11.00 per hour for services rendered. A work week is Saturday at 12:00 am thru Friday 11:59 pm. Judges will be compensated \$25.00 for pick-up and delivery of any supplies as needed.

b. The Election Administrator shall procure, prepare, and distribute voting machines, election kits and election supplies.

1. The Election Administrator is responsible for procuring election kits which include the legal documentation required to hold an election and all necessary supplies such as locks, pens, markers, tape, etc.

2. The Election Administrator shall secure all tables, chairs, and legal documentation required to run the Early Voting Ballot Board and Central Counting Station.

3. The Election Administrator will coordinate with the appropriate county offices to obtain lists of registered voters required for use during Early Voting and on Election Day.

4. The Election Administrator shall procure and arrange for the distribution of all election equipment required to hold an election to include ADA compliant equipment.

5. The Election Administrator shall arrange for the printing of ballots and programming of data cards for use with the electronic voting systems.

c. The Election Administrator will be appointed the Early Voting Clerk by the City and the District.

1. The Early Voting Clerk shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies as required.

2. Early Voting by personal appearance for the City and the District's May 6, 2023, Joint General Election shall be conducted during the time period and at the location listed in Section V, *Voting Times and Locations*, of this agreement.

3. All applications for an Early Voting mail ballots shall be received and processed by the respective County Elections Administration Office located at the below addresses:



Tarrant County (USPS):
Tarrant County Elections
P.O Box 961011
Fort Worth, TX 76161

(Express Courier)
Tarrant County Elections
2700 Premier St
Fort Worth, TX 76111

Tarrant County Fax: (817) 831-6118

Tarrant County Email: votebymail@tarrantcounty.com



Johnson County
Johnson County Elections Office
103 S Walnut St
Cleburne TX 76033

Johnson County Email: vote@johnsoncountytexas.org



4. Applications for mail ballots erroneously mailed to the City or District shall immediately be forwarded to the appropriate County Elections Office for processing.
5. All Early Voting ballots (cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code.
- d. The Election Administrator shall arrange for the use and set-up of the designated voting, ballot board and central counting station locations.
- e. The Election Administrator will ensure the Public Logic and Accuracy Tests of the electronic voting systems are conducted as required by the Texas Election Code and Texas Administrative Code. Notices of Public Logic and Accuracy Tests will be published in a newspaper of local circulation and provided to the District for posting.
- f. The Election Administrator shall serve as the Central Counting Station Manager and is responsible for appointing the Tabulation Supervisor and Central Counting Station Judge. The Central Counting Station Manager will establish and operate the Central Counting Station in accordance with Chapter 127 of the Texas Election Code.
- g. The Election Administrator shall prepare the unofficial canvas report after all ballots have been counted and will provide a copy of the unofficial canvas to the District as soon as possible after all returns have been tallied.
- h. The Election Administrator will prepare the following election records to be returned to the District no later than 12:00 p.m., the Monday following Election Day: (1) Return Sheet from each polling location and for early voting, showing the number of votes received by each candidate and the total number of voters; (2) copy of the Combination Form (Poll List/Signature Roster) from each polling location, and for early voting.
- i. The Election Administrator shall be appointed the custodian of all election records and material and will retain such records as required by the Texas Election Code.

IV. DUTIES AND SERVICES OF THE DISTRICT

The District shall assume the following responsibilities:

- a. The District shall prepare the districts election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the CISD Board of Trustees. The District assumes the responsibility of posting and publishing all notices and likewise promoting the schedules for Early Voting and Election Day.

- b. The District shall post notice of deadline to file applications, process district applications, and certify candidates.
- c. The District shall be responsible for conducting the drawing to determine the order in which names of candidates are to be printed on the ballot.
- d. The District shall provide the City with the ballot layout in a Microsoft Word document showing the order and the exact manner in which the candidates and any measures are to appear on the official ballot along with any required translations. The District will be required to approve the ballot prior to final printing. Sample ballots will be provided to the District for posting.
- e. The District will be responsible for canvassing the official results between the 3rd and 11th day following the election.

V. VOTING TIMES AND LOCATIONS

The polling place for the City of Crowley Municipal Election and the Crowley Independent School District, Johnson County voters will be **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. This will be the location for both Early Voting and Election Day Voting.

Early voting by personal appearance shall be conducted between the hours of 8:00 a.m. until 5:00 p.m. on each day which is not a Saturday or Sunday, or an official State or Federal Holiday, beginning on Monday, April 24, 2023, and continuing through Tuesday, May 2, 2023 with expanded hours of 7:00 a.m. to 7:00 p.m. on Monday, May 1, 2023 and Tuesday, May 2, 2023. Early Voting by personal appearance shall be at the **Crouch Event Center in Bicentennial Park, 900 E Glendale St, Crowley, Texas 76036**. Applications for early voting by mail shall be delivered or mailed to the respective county election offices listed above, not earlier than Monday, January 2, 2023, and not later than the close of business on Tuesday, April 25, 2023, regardless of method of delivery.

VI. PAYMENT FOR ELECTIONS SERVICES

In consideration for the services and expenses provided by the City for conducting election services, the City shall be reimbursed as follows:

- a. **Joint Election - City of Crowley and Crowley Independent School District jointly hold an election.** The District agrees to reimburse the City for the expenses as outlined in Exhibit B, *Estimated Cost if Holding a Joint Election*. The participating authorities agree to equally share the costs of administering the joint election where feasible. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.
- b. **District Election Only - City of Crowley Election cancelled.** The District agrees to reimburse the City for the expenses as outlined in Exhibit C, *Estimated Cost if City Municipal Election is Cancelled*. The participating authorities agree the District will be responsible for 100 percent of the costs of administering the election for the Crowley Independent School District. The City agrees to furnish the District with a detailed cost estimate of election expenses, within 10 business days following Election Day. A final expense invoice will be determined within 30 calendar days after the election and sent to the District. It is agreed that the final invoice total will be remitted to the City no later than thirty (30) days after receipt of the final invoice.

c. **Run Off Election.** The District elects board members based on plurality votes. Therefore, a District run-off election will not be required. If the City requires a run-off election, the costs associated with such election will be the sole responsibility of the City.

d. **Termination of District Election.** In the event the District cancels an election due to all candidates being unopposed, this agreement will be terminated and the District will be responsible for any election expenses incurred prior to cancellation.

APPROVED AND AGREED TO BY THE CROWLEY CITY COUNCIL ON THE _____ DAY OF _____, 2023.

ATTEST:

Billy P. Davis
Mayor, City of Crowley

Carol C. Konhauser
City Secretary, City of Crowley

APPROVED AS TO FORM:

Rob Allibon
Attorney, City of Crowley

ACCEPTED AND AGREED TO BY THE CROWLEY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES ON THIS 26th DAY OF January, 2023.

La Tonya Woodson, PhD, President
Board of Education
Crowley Independent School District

ATTEST:

Nedra Robinson, Secretary
Board of Education
Crowley Independent School District