

SPECIAL CALLED MEETING MARCH 24, 2020

Notice is hereby given that the City Council of the City of Caldwell, Burleson County, Texas will convene in a Special Called Meeting at the City Hall regular meeting place thereof at 5:30P.M., March 24, 2020.

REMOTE PARTICIPATION NOTIFICATION

Due to the COVID-19 recommendations from the CDC and Governor Abbott's Executive Orders of this past week, the City of Caldwell is observing guidelines to limit the number of persons physically present at the meeting. The meeting will be audible to members of the public and will allow for two-way communications for those desiring to participate at the discretion of the mayor or his delegate.

To attend the meeting via telephonic means, call 1(646)749-3122 and use the Access Code: 827-920-637 and/or the link at <https://global.gotomeeting.com/join/827920637>

AGENDA:

1. Call to Order.
2. Citizens to be Heard on Agenda Items Only.
3. Discussion and Possible Action on Resolution No. 032420 regarding the postponing of the May 2, 2020 election and moving it to November 3, 2020.
4. Discussion & Possible Action on Election Service Contract between the Elections Administrator and the City of Caldwell concerning the hourly pay for election workers.
5. Discussion & Possible Action on Resolution No. 032420-01 regarding Covid-19 Extending the Emergency Disaster Declaration issued by the Mayor on March 19, 2020.
6. Administration and Council's questions, comments or concerns.
7. Adjourn.

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] 551.076 [deployment/implementation of security personnel or devices], or 551.087 [economic development negotiations].

After discussion of any matters in executive session, any final action or vote taken will be in public by the City Council.

City Council shall have the right at any time to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city secretary's office at (979)567-3901, or fax (979)567-9233, or email mgonzalez@caldwelltx.gov for further information.

This Notice and Meeting Agenda are posted online at www.caldwelltx.gov/agendas-minutes/



Camden White
City Administrator

Date Posted: 4:00P.M., March 20, 2020

(SEAL)



Melissa Gonzalez
City Secretary

RESOLUTION NO. 032420

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALDWELL, TEXAS, POSTPONING THE GENERAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY, 2020, FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) CITY COUNCIL MEMBERS AT LARGE TO THE NOVEMBER 3, 2020 UNIFORM ELECTION DATE; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS FOR THE NOVEMBER 3, 2020 ELECTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas pursuant to City of Caldwell Resolution No. 2020-01, a General Election for the purpose of electing a mayor and two (2) City Council Members was ordered to be held on May 2, 2020; and;

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020, uniform election date; and

WHEREAS, pursuant to the Governor's proclamation authorizing the City of Caldwell to postpone the May 2, 2020 election date, the City Council does by this Resolution exercise its authority to postpone the General Election ordered for May 2, 2020, for the purpose of electing a mayor and two (2) City Council Members to November 3, 2020;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CALDWELL, TEXAS:

SECTION 1: That the General election previously ordered for May 2, 2020, for the City of Caldwell, Texas, for the purpose of electing a mayor and two (2) City Council Members is hereby postponed to November 3, 2020.

SECTION 2: That the candidate filings for the General election for May 2, 2020, for the City of Caldwell, Texas, for the purpose of electing a mayor and two (2) City Council Members shall remain valid for the election to be held on November 3, 2020, and that the filing period for candidates will not be re-opened for the election to be held on November 3, 2020.

SECTION 3: That all annual applications ballot by mail (ABBMs) for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the November 3, 2020, election; and that ABBMs for voters who submitted ABBMs based on expected absence from the county shall not be valid for the postponed November 3, 2020 election.

SECTION 4: That the voter registration deadline for the November 3, 2020, election is October 5, 2020, the deadline to submit an ABBM is October 23, 2020, and the dates for early voting are October 19, 2020, through October 30, 2020.

SECTION 5. That the City Manager is authorized to negotiate and execute an election contract with Burleson County for the purposes of conducting the postponed election on November 3, 2020.

SECTION 6. 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.

SECTION 7. This resolution shall take effect immediately from and after the date of its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CALDWELL, BURLESON COUNTY, TEXAS, ON THIS THE 24TH DAY OF MARCH 2020.

APPROVED:

Norris L. McManus, Mayor

ATTEST:

Melissa Gonzalez, City Secretary

CONTRACT FOR ELECTION SERVICES
BETWEEN
ELECTIONS ADMINISTRATOR OF BURLESON COUNTY, TEXAS
AND
THE CITY OF CALDWELL
FOR THE MAY 2, 2020 ELECTION

THIS CONTRACT is made and entered into by and between Paula Bartnesky, the Elections Administrator of Burleson County, Texas, hereinafter referred to as “Contracting Officer,” and the Local Political Subdivision, the City of Caldwell hereinafter referred to as “the LPS,” pursuant to the authority under Section 31.092(a) of the Texas Election Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties to this contract agree to the following with regard to coordination, supervision, and conducting of the May 2, 2020 Election.

I. 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.* Within 45 days after the last party signs this contract, the Contracting Officer shall submit to the LPS for approval by its governing body a proposed list of presiding election judges (“presiding judges”) and alternate presiding judges (“alternate judges”) for each of the LPS’s Election Day and Early Voting polling locations, proposed persons to serve as presiding judge and alternate judge of the Early Voting Ballot Board (EVBB), and two proposed persons to serve as presiding judge and alternate judge of the central counting station on Election Day. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code. The proposed EVBB presiding judge and the proposed central counting station presiding judge shall meet the eligibility requirements in, respectively, Sections 87.003 and 127.005(b) and Subchapter C of Chapter 32 of the Texas Election Code.

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

1. Following their appointment by the governing body of the LPS, in accordance with Section 32.009 of the Texas Election Code, the Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The

notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements for election workers, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer will include with the notification to each presiding judge, or send promptly thereafter, a list of registered voters in the territory of the LPS who are willing to serve as election clerks from which the presiding judge shall make his or her clerk appointments. The Contracting Officer shall ensure that each presiding judge makes the appropriate election clerk appointments and notifies the clerks of their appointments.

3. The Contracting Officer shall prepare writs of election to the presiding judges in accordance with Section 4.007 of the Texas Election Code to be signed by the presiding officer of the LPS's governing body. The writs of election shall be delivered to the presiding judges no later than April 1, 2020.

4. Following their appointment by the governing body of the LPS, the Contracting Officer shall notify the presiding judge and alternate judge of the EVBB and the central counting station of their respective appointments. The notification will also include the time and place on Election Day to which they should report, the date of the election school for them, the eligibility requirements, and the rate of compensation.

C. *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/or supplies will be paid by the LPS.

D. *Election School(s).* In accordance with Sections 32.111 and 125.009, of the Texas Election Code, the Contracting Officer shall be responsible for conducting (or for having third parties conduct) one or more, in her/his discretion, election schools to train the presiding judges, alternate judges, election 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, maintaining order in the polling location, and provisional voting. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. The LPS understands that the Contracting Officer cannot guarantee that the judges, clerks, or deputies will attend an election school. The Contracting Officer and the LPS agree that election workers will not be paid for attendance at the election school(s).

E. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to each presiding judge (or the election worker designated by the presiding judge) for use at the polling location on Election Day (and to the Early Voting clerks

during Early Voting) the following consumable election supplies: 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); pens; tape; markers; paper clips; seals; sample ballots; white envelopes; file folders; manila envelopes; thermal paper rolls for use in the Judge's Booth Controllers (JBC's); batteries for use in the JBC's and eSlates; tacks; and all consumable-type office supplies necessary to hold an election. If necessary, the Contracting Officer may purchase additional or make additional copies of election forms, including sample ballots and combination poll lists/signature rosters.

F. *Registered Voter List.* The Contracting Officer shall obtain from the Voter Registrar, or Voter Registrars, if the territory of the LPS is in more than one county, a list or lists of registered voters in the LPS territory required for use on Election Day and for the early voting period required by law, after such lists are requested by the LPS.

G. *Transport Bags.* The Contracting Officer shall make available for use in the election, at no cost to the LPS, the appropriate number of Burleson County-owned transport containers to carry election supplies. The containers will be returned to the Contracting Officer at the conclusion of the election.

H. *Election Equipment.*

1. The Contracting Officer will use the Direct Record Electronic (DRE) voting system and the mail ballot system purchased by Burleson County, Texas from Hart InterCivic, Inc. ("HART") for the election. This voting system is variously referred to throughout this contract as "the voting system," "the DRE voting system," or "the voting equipment," and includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBC's). The Early Voting locations and the Election Day polling places will have at least one voting machine that is accessible to disabled voters.

2. The Contracting Officer or her/his designee shall have HART Intercivic to program the ballot for the voting system (as well as for the mail ballots) based on the 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 shall provide sufficient time to the LPS to review the ballot before it is finalized.

3. The Contracting Officer or her/his designee shall prepare the JBC's and eSlates for Early Voting and for Election Day, including sealing them, and distribute the appropriate JBC and eSlates to the presiding judge (or the election worker designated by her/him) who picks up the election supplies. The JBC's and eSlates (along with the election supplies, transport container, election records, and unused election supplies) will be returned to the Contracting Officer at the conclusion of the election by the presiding judge (or the election worker designated by her/him).

4. At her/his option, the Contracting Officer may have the election supplies, JBC's, and eSlates transported to the Election Day polling locations and picked up at the polling locations after the polls close on Election Night.

I. *Logic and Accuracy Testing.* In advance of Early Voting, the Contracting Officer along with the tabulation supervisor, the presiding and alternate judges of the central counting station, conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Secretary of State. The Contracting Officer shall also cause the publication of any required notice of such testing. The LPS shall reimburse the Contracting Officer for the cost of such testing and notice.

J. *Early Voting by Personal Appearance.* In accordance with Sections 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election. The Contracting Officer shall conduct Early Voting at the Burleson County Courthouse.

1. The Contracting Officer shall supervise and conduct Early Voting by personal appearance and shall hire no more than four personnel to serve as Early Voting deputies at the main office.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period prescribed by law. The Contracting Officer shall ensure that the Early Voting polling locations are set up for early voting and have the necessary tables, chairs, and voting equipment.

3. If requested by the LPS, the Contracting Officer shall deliver or fax to the LPS the next business day, copies of the roster of early voters from the previous day from both the main and branch locations. The cost of such delivery and faxing shall be reimbursed to the Contracting Officer by the LPS.

K. *Early Voting by Mail.* The Contracting Officer will receive mail ballot applications and all applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code

1. All Early voting ballots case by mail shall be secured and maintained by the Contracting Officer and delivered for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the central counting station on May 2, 2020.

L. *Election Day Polling Locations.* The Election Day polling location will be the Burleson Count Courthouse. The Contracting Officer shall arrange for the use of the Election Day polling place and shall arrange for the setting up of the polling location for Election Day, including ensuring that they have the necessary tables, chairs, and voting equipment.

M. *Counting the Votes.* The Contracting Officer shall count the votes in accordance with Chapter 127 of the Texas Election Code. The Contracting Officer shall serve as the central counting station manager and her/his chief deputy/deputy/elections administrator will serve as the tabulation supervisor.

N. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct election results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of early voting precinct results shall be made available to the LPS as soon as they are prepared but no earlier than 7:05pm or the time by which all polling locations close on Election Day at a location to be established by the Representatives listed in **V. GENERAL PROVISIONS** below. The unofficial tabulation of Election Day precinct results shall be made available to the LPS as soon as they are prepared at a location to be established by the Representatives listed in **V. GENERAL PROVISIONS** below.

O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.* The Contracting Officer will deliver the provisional voting affidavits to the appropriate voter registrar the next business day after the Election Day so that the voter registrar may provide factual information on the provisional voter's status. The Contracting Officer will reconvene the EVBB 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. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer will tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS.

P. *Custodian of Election Records.* After completion of the unofficial tabulation of precinct results, the Contracting Officer shall distribute the election records to the LPS Secretary, except for those records that must be distributed to the 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 JBC's and eSlates.

Q. *Recount.*

1. If required by law, the Contracting Officer shall have performed a partial count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code and a recount in accordance with section 129.001 of the Texas Election

Code. The LPS shall reimburse the Contracting Officer for the cost of such count and recount.

2. If a recount is required in accordance with Title 13 of the Texas Election Code, the Contracting Officer shall conduct such recount and the terms of this contract shall govern such recount. The cost of any such recount is not included in the estimate set forth in Exhibit A, which is attached hereto and made a part of this contract.

R. *Precinct Reports to the Texas Secretary of State.* The Contracting Officer shall file the precinct reports with the Texas Secretary of State.

II. RESPONSIBILITIES OF THE LPS. The LPS shall assume the following responsibilities:

A. *Adopting a Voting System.* If it has not already done so, under Section 123.001 of the Texas Election Code, the LPS must adopt the DRE voting system that will be used in the election.

B. *Establishing a Central Counting Station.* If it has not already done so, under Section 127.001 of the Texas Election Code, the LPS must establish a central counting station at the main office of the Contracting Officer for counting the ballots.

C. *Appointment of Presiding Judges and Alternate Judges.* Promptly after receiving the proposed lists of presiding judges and alternate judges from the Contracting Officer, and within such time so as not to impede the orderly conduct of the election, under Sections 32.005, 87.002, and 127.005 of the Texas Election Code, the LPS shall appoint the presiding judges and alternate judges for the Election Day polling locations, the EVBB, and the central counting station from the proposed lists. The LPS may appoint as presiding judges and alternate judges, persons other than those on the proposed list, but acknowledges that such persons must be willing to take all necessary training with respect to the voting equipment. If from other sources, the LPS shall ensure that the appointees meet, as appropriate, the eligibility requirements in Subchapter C of Chapter 32 and Sections 87.003 and 127.005(b) of the Texas Election Code. Within five days after appointing the presiding judges and alternate judges, the LPS shall provide a list of the appointments to the Contracting Officer.

D. *Assistance in Providing Bilingual Clerks.* In compliance with section 272.009 of the Texas Election Code, if necessary, the LPS shall, at its cost, have available at a central location one election clerk who is fluent in both English and Spanish to provide assistance to Spanish-speaking voters, if the election judges advise the Contracting Officer that they are unable to find bilingual election clerks and the Contracting Officer so advises the LPS. The LPS shall provide the names and telephone numbers of potential bilingual election clerks to the Contracting Officer.

E. *Appointment of Central Counting Station Manager and Tabulation Supervisor.* The LPS hereby appoints the Contracting Officer to serve as the Central Counting Station Manager and her/his chief deputy/deputy/elections administrator to serve as the tabulation supervisor.

F. *Election Orders and Canvass.* The LPS shall prepare the election order, resolutions, official canvass, precinct return, and other pertinent election documents for adoption by the appropriate officer or governing body of the LPS. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish.

G. *Election Notice.* The LPS shall prepare the election notice for publication. LPS shall be responsible for posting the notice if required under Section 4.003(b) of the Texas Election Code.

H. *Map.* If requested by the Contracting Officer, the LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format within such time as to enable the Contracting Officer to obtain the appropriate voter registration lists from the Voter Registrar(s) in time for the processing of early voting by mail.

I. *Ballot Information.* By February 24, 2020, the LPS shall provide the Contracting Officer with the office names, including place designations, in English with Spanish translations, the names of the candidates as the names are to appear on the ballot as well as the order in which the names are to appear under each office, and the English and Spanish translations of any propositions that are to appear on the ballot, as well as the order of any such propositions on the ballot. The LPS shall promptly review for correctness the final ballot when requested by the Contracting Officer to do so prior to finalization.

J. *Promotion and Information about the Election.* The LPS assumes the responsibility of providing information about the candidates and propositions, if any, in the election and of promoting the schedules for Early Voting and Election Day. The Contracting Officer shall have no responsibility for this.

K. *Recount.* If the LPS or its canvassing authority receives a recount petition, it shall immediately notify the Contracting Officer of such recount petition and provide the Contracting Officer with a copy of the petition.

L. *Precinct Reports to the Texas Secretary of State.* The LPS is responsible for filing all required precinct reports with the Texas Secretary of State.

III. 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 two election workers and

one shared election worker at each Election Day polling location. The workers will consist of the presiding judge, alternate judge.

B. *Number of Early Voting Deputies.* The Contracting Officer may appoint up to three Early Voting deputies to work at the main Early Voting location.

C. *Number of EVBB Members.* It is agreed by the Contracting Officer and the LPS that the EVBB shall consist of three members, a presiding judge, an alternate judge and a clerk.

D. *Presiding Judge of the Central Counting Station.* It is agreed by the Contracting Officer and the LPS that there will be a presiding judge and an alternate judge and a clerk appointed for the central counting station.

E. *Compensation to be paid to Presiding Judges, Alternate Judges, and Election Clerks.* The Contracting Officer and the LPS agree that the presiding judges, alternate judges, election clerks, and early voting deputies will be paid at a rate of \$10.00 for the hours actually worked at the polling location or the central counting station in the case of the EVBB and the presiding judge and alternate judge of the central counting station.

F. *Delivery Fee.* The election worker who picks up the election supplies, JBC, and eSlates the day before the election and who returns them after the polls close on Election Day will be paid a delivery fee of \$25.00. This fee may be split in the event that a different election worker picks up the election supplies, JBC, and eSlates than returns them. The presiding judge shall note the split on the compensation sheet. In the event that the Contracting Officer and her/his staff deliver the election supplies, JBC, and eSlates to the polling location, and an election worker returns them, the worker shall be entitled to only one-half of the delivery fee. In the event that the Contracting Officer and her/his staff both deliver to and pickup from the polling location the election supplies, JBC, and eSlates, no delivery fee will be paid to the election workers.

G. *Pickup of the Election Supplies, JBC's, and eSlates.* The Contracting Officer will deliver the eSlates to the polling location, the Contracting Officer shall have the transport container (containing the election supplies), and JBC's ready to be picked up by the presiding judge, or the designee of the presiding judge for Election Day.

H. *Election Schools.* All election workers will be required to attend one or more election schools, as required by the Contracting Officer, on the operation of the voting system, the qualifying of voters, provisional voting, maintaining order in the polling place, and completing the paperwork required in an election. If an election worker declines to attend such election school(s), the Contracting Officer may replace that worker with another one, subject to the approval of the LPS, unless Section 32.007 of the Texas Election Code applies.

IV. PAYMENT

A. *Reimbursable Costs and Expenses.* In accordance with Section 31.100(b) of the Texas Election Code, the LPS shall pay the Contracting Officer for the actual expenses she/he incurs directly attributable to the election, including without limitation, the following: supply costs, newspaper publication expenses, the cost of the hours spent programming the ballot for the DRE voting equipment and the cost of preparing and conducting the Logic and Accuracy (L&A) Testing, the cost of transportation of the voting equipment to the polling location (Election Day and Early Voting) and from the polling location to the central counting station, and the cost of Election Day technical support, tabulation, and production of unofficial reports by the Burleson County Election Administrator office.

B. *Administrative Fee.* In accordance with Section 31.100(d), the LPS shall pay the Contracting Officer an administrative fee of \$75.00 to cover the services performed by the Contracting Officer and her/his staff, other than the programming and predefining of the DRE ballot, the L&A Testing, Training, Electronic Submission to SOS, Early Voting and Election Day services.

C. *Billing.*

1. As soon as reasonably possible after the election, the Contracting Officer will submit an itemized invoice to the LPS for (1) actual costs and expenses directly attributable to the coordination, supervision, and conducting of the election and incurred or promised on behalf of the LPS by the Contracting Officer, and (2) the Contracting Officer's administrative fee under Section 31.100(d) of the Texas Election Code. Costs and expenses for which reimbursement is sought shall be supported by appropriate documentation, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

2. To the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, wages and salaries of Early Voting election workers, and the Elections Administrator's office Early Voting Election Day Support, such costs will be divided equally among the local political subdivisions using a common polling location.

3. The parties may agree, for those polling locations used solely by the LPS and not shared by any other local political subdivision, that the LPS will pay the wages, salaries, and delivery fees directly to the election workers at such polling locations. In such event, the Contracting Officer agrees to transmit the compensation sheets for such election workers to the LPS within two business days after the election. Such direct

payments will not be included in the amount on which the Contracting Officer's administrative fee is determined.

D. *Payment.* The Contracting Officer's invoice(s) shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

E. *Estimated Cost of Services.* A cost estimate for election expenses is set forth in Exhibit A, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in Exhibit B.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.* 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 place at which any function is to be carried out;
3. The officers who conduct the official canvass of the election returns;
4. The authority to serve as custodian of voted ballots or other election records; or
5. Any other nontransferable function specified under Section 31.096 of the Texas Election Code.

B. *Joint Election.*

1. The parties acknowledge that the following other local political subdivisions located wholly or partly within Burleson County could be holding an election the same time as the LPS on May 2, 2020.

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2. The LPS does hereby agree to hold a joint election under Section 271.002 of the Texas Election Code with the other local political subdivision(s) that is (are) also holding an election on May 2, 2020 in all or part of the same territory and to execute with such other local political subdivision(s) an Joint Election Agreement to be prepared by LPS.

3. In the event of such a joint election, the LPS does hereby agree to share equally in the expense of early voting deputies & election day workers at such joint election locations, the cost of the DRE voting equipment at such joint locations, and the cost of any other election services in connection with such joint election locations (such as support from the Elections Administrator Office that cannot be readily attributable to just one local political subdivision.)

4. The parties also acknowledge, and the LPS does hereby give its consent, that other political subdivision may have candidates and/or propositions appearing on the same ballot with those of the LPS. They also acknowledge, and the LPS does hereby give its consent, that Burleson County may use one or more of the same Early Voting & Election Day polling locations and the services of the election workers there. The Contracting Officer agrees that she/he will charge only once for the compensation paid to the election workers and early voting deputies and the use of voting equipment at a shared polling location, and divide the charges equally among the local political subdivisions using the same Early Voting or Election Day polling location.

C. Cancellation of Election. If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive (1) the actual expenses incurred by the Contracting Officer before the date of cancellation in connection with the election. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in advance in writing. The LPS acknowledges that one or more of the other local political subdivisions in Burleson County, Texas with which it intended to conduct a joint election or share election costs may cancel its election in accordance with Section 2.053 of the Texas Election Code. In such event, the LPS will remain responsible either for the full cost of the election or for a greater percentage of the cost than it anticipated, in accordance with **IV. PAYMENT, A. Reimbursable Costs and Expenses** above.

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 of Burleson County, Texas and the County Auditor of Burleson County, Texas.

E. Chargeable Election Expenses. In accordance with Section 31.100 of the Texas Election Code, only the actual expenses directly attributable to the contract may be charged, including Contracting Officer's administrative fee.

F. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the Contracting Officer and the LPS designate the

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2020.

By: _____
(Name)
(Title)
(LPS Name)
Its Duly Authorized Representative

RESOLUTION NO. 032420-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALDWELL, TEXAS, EXTENDING THE DISASTER DECLARATION ISSUED BY MAYORAL PROCLAMATION ON MARCH 19, 2020 IN RESPONSE TO COVID-19 A PUBLIC HEALTH EMERGENCY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 19, 2020, Mayor Norris L. McManus, Mayor of the City of Caldwell, Texas issued a mayoral proclamation declaring a local disaster for public health emergency for the City of Caldwell, in response to help prevent and control COVID-19; and

WHEREAS, the mayoral proclamation declaring a local disaster for public health emergency is attached as Exhibit A.

WHEREAS, pursuant to Section 418.108(b) of the Texas Local Government Code, a state of disaster for public health emergency shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Council of the City of Caldwell, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALDWELL, TEXAS:

Section 1: The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2: That the state of disaster proclaimed for the City of Caldwell, Texas, by the Mayor on March 19, 2020, shall continue until terminated by executive order of the Mayor or by the governing body of the political subdivision.

Section 3: Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 4: This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
CALDWELL, TEXAS, on this 24th day of March, 2020.**

APPROVED:

Norris L. McManus, Mayor

ATTEST:

Melissa Gonzalez, City Secretary

DECLARATION OF LOCAL DISASTER FOR PUBLIC HEALTH EMERGENCY

WHEREAS on the 19th day of March 2020, the City of Caldwell is under imminent threat of infiltration of an infectious respiratory disease into the population that could create a shortage of emergency medical services or other resources, as well as human injury arising from the spread of the COVID-19 virus and;

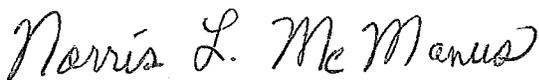
WHEREAS the City of Caldwell Mayor has determined that extraordinary measures must be taken to protect, mitigate, or alleviate the suffering of people in the community, by securing adequate resources for emergency services, emergency response, or law enforcement; and

WHEREAS the governor of the State of Texas, the Honorable Greg Abbott, has preemptively declared a state of disaster in Burleson County and all the other counties posed by the imminent threat of COVID-19 by and through a Proclamation attached hereto;

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF CALDWELL, BURLESON COUNTY, TEXAS:

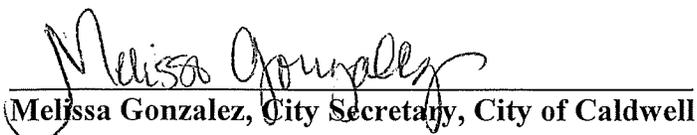
1. That I certify that COVID-19 poses an imminent threat of disaster.
2. That the local state of disaster is declared for the City of Caldwell, Burleson County, Texas pursuant to § 418.108(a) of the Texas Government Code.
3. Pursuant to § 418.108(b) of the Texas Government Code, this state of disaster shall continue for a period of not more than seven days of the date hereof unless the same is continued or renewed by consent of the City of Caldwell Mayor.
4. Pursuant § 418.108(c) of the Texas Government Code this declaration of a state of disaster shall be given prompt and general publicity and shall be filed promptly with the City of Caldwell Secretary and the Division of Emergency Management.
5. Pursuant § 418.108(d) of the Texas Government Code this declaration of a state of disaster activates the Burleson County Emergency Management Plan.
6. This Proclamation shall take effect immediately and after issuance.

SO ORDERED AND PROCLAIMED AND PUBLISHED on this 19th day of March, 2020.



Norris L. McManus, Mayor, City of Caldwell

(SEAL)


Melissa Gonzalez, City Secretary, City of Caldwell