

# Agenda of Special Called

## The Board of Trustees

### Florence Independent School District

A Special Called of the Board of Trustees of Florence Independent School District will be held February 3, 2025, beginning at 6:30 PM in the Florence High School Library, 401 FM-970, Florence, TX 76527.

Videoconference Notice: A quorum of the Board of Trustees will be physically present at the Florence High School Library, 401 FM 970, Florence, Texas 76527, and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127 if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

In accordance with the Texas Open Meetings Act, the board may enter into closed session at any time during deliberations pursuant to TOMA Governance Code Sections.

- 551.071 (consultation with attorney):
- 551.072 (deliberation regarding real property):
- 551.073 (deliberation regarding prospective gift):
- 551.074 (personnel matters):
- 551.076 (deliberation regarding security devices):
- 551.082 (discipline of student or complaints against employees):
- 551.083 (consultation with representative of employee group): and
- 551.084 (excluding witnesses from board investigation):

When appropriate the board may provide a brief clarification of board actions (not exceeding five minutes) immediately prior to closed session and/or prior to adjournment.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

- I. **Call to Order**
- II. **Regular Business: Consideration, Discussion and Appropriate Action**
  - II.A. Consideration and Possible Action to Call for a General Election for Place 6 and Place 7 on the Florence ISD Board of Trustees  
**Presenter:** Rick Kirkpatrick
  - II.B. Consideration and Possible Action to Approve a Resolution to Provide at Least One Accessible Voting System in Each Polling Place for the May 3, 2025, Election  
**Presenter:** Rick Kirkpatrick
  - II.C. Consideration and Possible Action to Approve an Election Agreement and Contract for Election Services with Williamson County for the May 3, 2025, election  
**Presenter:** Rick Kirkpatrick

- II.D. Consideration and Possible Action to Approve a Joint Election Agreement with the City of Florence  
**Presenter:** Rick Kirkpatrick
- III. **Executive Session - Texas Government Code §551.071 & §551.0821**
  - III.A. Consultation with Attorney Regarding a Pending Dispute Involving a Special Education Student, Mediation No. 008-DM-1024
- IV. **Action Taken from Closed Session**
  - IV.A. Consideration and Possible Action on Resolution of a Special Education Dispute  
**Presenter:** Rick Kirkpatrick
- V. **Executive Session - Texas Government Code §551.074**
  - V.A. Superintendent Performance Evaluation
  - V.B. Superintendent Contract Review
- VI. **Action Taken from Closed Session**
  - VI.A. Consideration and Possible Action on the Superintendent's Contract
- VII. **Items for Future Board Meetings**
- VIII. **Adjournment**

**ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS**  
**ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS**

An election is hereby ordered to be held on 05 / 03 /2025 for the purpose of voting on:  
 (date)

(*Por la presente se ordena celebrar una elección el 05 / 03 /2025 con el propósito de votar sobre.*)  
 (fecha)

List Offices/Propositions/Measures on the ballot (*Enúmere los puestos/proposiciones/medidas oficiales en la boleta*)

Florence ISD Board of Trustees, Place 6
Florence ISD Board of Trustees, Place 7

Early voting by personal appearance will be conducted each weekday at:  
 (*La votación adelantada en persona se llevará a cabo de lunes a viernes en:*)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
To be determined by Williamson County	To be determined by Williamson County

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
To be determined by Williamson County	To be determined by Williamson County

Early voting by personal appearance will be conducted each weekend at:  
 (*La votación adelantada en persona se llevará a cabo en el fin de semana en:*)

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
To be determined by Williamson County	To be determined by Williamson County

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
To be determined by Williamson County	To be determined by Williamson County

Applications for ballot by mail shall be mailed to:  
 (*Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:*)

Early Voting Clerk - Williamson County Bridgette Escobedo

Name of Early Voting Clerk  
(Nombre del Secretario/a de la Votación Adelantada)

P.O. Box 209  
Address (Dirección)

Georgetown 78627  
City (Ciudad) Zip Code (Código Postal)

(512) 943-1630  
Telephone Number (Número de teléfono)

bridgette.escobedo@wilco.org  
Email Address (Dirección de Correo Electrónico)

<https://www.wilco.org/Departments/Elections>  
Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 22 / 2025  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 22 / 2025  
(date)(fecha)

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
(day) (month) (year)

(Emitida este día \_\_\_\_\_ de \_\_\_\_\_, 20 \_\_\_\_\_.)  
(día) (mes) (año)

\_\_\_\_\_  
Signature of Presiding Officer (Firma del Dirigente que Preside)

\_\_\_\_\_  
Signature of Board Member  
(Firma del Director)

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.**

*Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.*

# FLORENCE INDEPENDENT SCHOOL DISTRICT

Rick Kirkpatrick  
Superintendent  
(254)793-2850



306 College Ave.  
P.O. Box 489  
Florence, TX  
76527

## Resolution No. 001-2025

THE FLORENCE INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the Florence Independent School District must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 and DS300 Digital® Precinct Scanner. The DS850 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE Florence Independent School District Board of Trustees HEREBY RESOLVES:

As chief elections officer of the Florence Independent School District, the chief election officer shall provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to Florence Independent School District, including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED BY VOTE AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

REQUIRED:

/s/ \_\_\_\_\_  
Presiding officer

ADDITIONAL SIGNATURES REQUIRED:

# FLORENCE INDEPENDENT SCHOOL DISTRICT

Rick Kirkpatrick  
Superintendent  
(254)793-2850



306 College Ave.  
P.O. Box 489  
Florence, TX  
76527

ATTEST:

/s/ \_\_\_\_\_ District Secretary/ Clerk APPROVED AS TO

FORM:/s/ \_\_\_\_\_

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the election date of May 3, 2025, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Elections Administrator.

***RECITALS***

**WHEREAS** each Participating Authority listed above plans to hold an election on May 3, 2025;

**WHEREAS**, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6300 Voting System, which includes the DS200 and DS300 precinct scanners, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authority’s desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

**I. ADMINISTRATION**

The Participating Authorities agree to hold an election on May 3, 2025, (“Election”) with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

**II. LEGAL DOCUMENTS**

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

In the event the boundaries of the Participating Authority have changed since the last election conducted by Williamson County with the Participating Authority, the Participating Authority shall provide the Elections Administrator with a map of the adopted boundary change in a Shapefile (.shp) format, and if possible, include a spreadsheet listing the addresses (street names and address number ranges) included within the Participating Authority's current boundaries. When adopting boundary changes, Participating Authorities are encouraged to conform to whole census block boundaries included in the latest TIGER file published by the United States Census Bureau. This map and district boundary listing provided to the Elections Administrator shall include any of the Participating Authority's districts used to elect members to the governing body as well as the external boundaries of the Participating Authority. By law, this notice and map must be provided to the Elections Administrator not later than 30 days after the date the boundary change is adopted (Sec. 42.0615, Election Code). In any event, this notice and map must be provided not later than 90 days prior to the date of the election contracted, or the Elections Administrator reserves the right to unilaterally withdraw from this Contract or modify the services contracted for at his or her discretion. The Participating Authority recognizes and agrees that failure to provide an accurate boundary map in a timely fashion can make it impossible for the Elections Administrator to provide both in-person early and Election Day voting and early voting by mail services necessary to conduct the contracted election, and the Participating Authority assumes all responsibilities to perform these duties upon failure to deliver the boundary map in accordance with this paragraph.

### III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this Contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses incurred by Williamson County, including all costs associated with interference of conducting the Election.**

### IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by the Texas Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 3, 2025 Election are different from the polling place(s) used by a Participating

Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 3, 2025 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 3, 2025 Election. This notice shall be written in both the English and Spanish languages.

## **V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an election worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation for actual time working at a polling place and time spent preparing the polling place prior to the Election at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Deputy Clerk (\$17 an hour), Clerks (\$15 an hour)  
Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the Election, including such part-time temporary help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post- election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Texas Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of Williamson County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the Williamson County, and no election personnel shall be entitled to the rights, privileges, or benefits of Williamson County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the Williamson County, unless considered a county employee as determined by the Williamson County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent

contractors and are not employees or agents of a Participating Authority. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of a Participating Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a Participating Authority employee except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of a Participating Authority, unless considered an employee of the Participating Authority as determined by the governing body of said Participating Authority.

## **VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator, subject to approval of the Williamson County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit these ballot details in a format or template requested by the Williamson County Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Pursuant to Texas Election Code Section 43.007, Early Voting by Personal Appearance and/or the use of Vote Centers on Election Day shall be conducted exclusively on Williamson County's EVS 6300 Voting System. Provisional ballots will be cast on the EVS 6300 Voting System.

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

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Texas Election Code 129.051(g).

## **VII. EARLY VOTING**

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each

Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address:  
Early Voting Clerk  
Williamson County Elections Office  
PO Box 209  
Georgetown, TX 78627

Physical Location:  
Early Voting Clerk  
Inner Loop Annex  
301 SE Inner Loop, Suite 104  
Georgetown, TX 78626

In accordance with Section 87.121(g) of the Texas Election Code, after the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

#### **VIII. EARLY VOTING BALLOT BOARD**

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

#### **IX. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the Election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the Election to the participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Texas Election Code Section 67.004, after all precincts have been counted and will deliver a copy of

the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of the Election shall not take place before May 3, 2025, and no later than May 13, 2025, as per the Texas Election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Texas Election Code. Each Participating Authority agrees to upload these reports.

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

#### **X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY**

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case- by-case basis; provided, however, the Elections Administrator shall administer only the Williamson County portion of the elections held by the Participating Authorities.

#### **XI. RUNOFF ELECTIONS**

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by such Participating Authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 3, 2025, Election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 3, 2025, Election agrees that the date of a necessary runoff election shall be held in accordance with the Texas Election Code.

#### **XII. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on

the final Total Cost report/invoice submitted to each Participating Authority after the Election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
  - \$250.00 per ExpressVote Ballot Marking Device
  - \$400.00 per DS200/DS300 Precinct Scanner;
  - \$6,000.00 per DS850 Central Count scanner to cover the duration of the Election;
  - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. 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 the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

### **XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Participating Authority is fully liable for any expenses incurred by Williamson County on behalf of Participating Authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with Williamson County by Participating Authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

### **XIV. RECORDS OF THE ELECTION**

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

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

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

contest, investigation, litigation or open records request which may be filed with the Participating Authority.

#### **XV. RECOUNTS OR CONTESTED ELECTION**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Section 221.014 of the Texas Election Code.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

#### **XVI. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this Contract and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.
9. In the event that any legal action or a recount is filed concerning a Participating Authority's election under any provision of state or federal law, Participating Authority shall choose and provide, at its own expense, legal counsel for Williamson County, and its Elections Administrator or staff if named as a party, witness, or if other discovery or examination of ballots is ordered. Additionally, Participating Authority shall reimburse Williamson County, and its Elections Administrator, the actual costs of any recount or litigation expense and additional election personnel as necessary to complete tasks not otherwise covered under this contract.

but which are directly related to any recount, contest or other legal action.

10. It is understood that to the extent space is available, that other districts or political subdivisions may wish to participate in the use of Williamson County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Williamson County by the Participating Authorities

**XVII. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the May 3, 2025, Election is \$ \_\_\_\_\_ and is based partly on the itemized costs of the May 3, 2025, joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than thirty (30) days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the Participating Authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the Participating Authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Participating Authority the excess amount paid within thirty (30) days after the final costs are calculated.

The Participating Authority agrees that it shall provide ballot details as required in Section VI above to the Elections Office not later than the 69th day (Monday, February 24, 2025) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (February 28, 2025) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (Friday, March 7, 2025), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

**XVIII. SIGNATURE PAGE**

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Bridgette Escobedo, Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

**ATTACHMENT A**  
**(To be provided after the final day to cancel an**  
**election as prescribed by the Texas Secretary of**  
**State's Election Law Calendar)**

List of Participating Authorities

**ATTACHMENT B**

Election Day Voting Locations

**ATTACHMENT C**

Early Voting Schedule with Voting Locations

**Early Voting by personal appearance will be conducted beginning on Tuesday, April 22, 2025, and ending on Tuesday, April 29, 2025, at:**

*(La votación anticipada por presentación personal se llevará a cabo a partir del martes 22 de abril de 2025 y finalizará el martes 29 de abril 2025 en:)*

**Main Location:**

*(ubicación principal)*

Georgetown Annex, HR 108, 100 Wilco Way, Georgetown, TX 78626

**Dates and Times for Full-Time Locations:**

*(Fechas y horarios para las localidades de tiempo completo)*

Tuesday, April 22, 2025 through Saturday, April 26, 2025  
*(martes, 22 de abril de 2025 -Sabado, 26 de abril de 2025)*

8:00am-6:00pm

8:00am-6:00pm

No voting on Sunday, April 27, 2025

*(no hay votacion el domingo, 27 abril de 2025)*

Monday, April 28, 2025 through Tuesday, April 29, 2025  
*(lunes, 28 de abril de 2025 -martes, 29 de abril de 2025)*

7:00am-7:00pm

7:00am-7:00pm

AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN FLORENCE  
INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF FLORENCE

WHEREAS:

1. The Florence Independent School District, ("District") and the City of Florence ("City") will lawfully order and hold joint elections on the first Saturday in May annually; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date, or jointly with the county(ies) in which the District is located on the November uniform election date; and

NOW, THEREFORE, pursuant to Sections 271.002 and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

**I. Scope of the Election Agreement**

- A. The District and the City will share a common election day polling location for annual elections. If the contingent voting location is used the District will post the change in places that are apparent to the voters. Each entity will administer their respective election and share their respective costs as outlined in this Agreement.
- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- C. Each of the Entities shall be individually responsible for posting and publishing its election notices.

- D. Each entity shall be jointly responsible for obtaining HAVA-compliant voting system, which will be used by the entities in their respective elections.

**II. Election Judge, Officer, and Clerks**

Each entity shall appoint its own Election Judges and Alternate Election Judges.

**III. Joint Election Costs: Payment**

Costs. Each Entity remains responsible for their own costs associated with the joint election.

All funds expended by each Entity will be from current revenues.

Cancellation. In the event any of the Participating Entities cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.

**IV. General Provisions**

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolve any problems, which might arise regarding the Joint Election.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

**V. Miscellaneous Provisions**

- A. Venue and Choice of Law. The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Entity's May elections. Any prior Agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.
- E. Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto.

No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

- G. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Florence ISD

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City of Florence – Mayor, Ben Daniel