

RESOLUTION NO. 06-2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT.

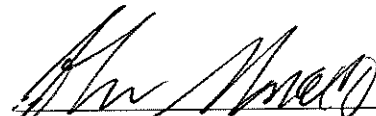
WHEREAS, the City Council of the City of Mesquite, Texas, has called the annual general election be held May 9, 2009, for the purpose of electing a Mayor and Councilmembers for Places 1, 2 and 6; and

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

SECTION 1. That the Mayor is hereby authorized to execute a joint election agreement and election services contract with the Dallas County Elections Department in substantially the form and substance as attached hereto as Exhibit "A."

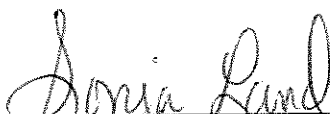
SECTION 2. That this resolution shall take effect immediately upon date of passage.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 2nd day of March, 2009.




John Monaco
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



B.J. Smith
City Attorney

JOINT ELECTION AGREEMENT
AND
ELECTION SERVICES CONTRACT
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND

TOWN OF ADDISON (TOA)
CITY OF BALCH SPRINGS (COBS)
CITY OF CARROLLTON (COC)
CITY OF CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COCKH)
CITY OF COPPELL (COCp)
CITY OF DALLAS (COD)
CITY OF DESOTO (CODE)
CITY OF DUNCANVILLE (CODu)
CITY OF FARMERS BRANCH (COFB)
CITY OF GARLAND (COG)
CITY OF GLENN HEIGHTS (COGH)
CITY OF GRAND PRAIRIE (COGP)
CITY OF HUTCHINS (COH)
CITY OF IRVING (COI)
CITY OF MESQUITE (COM)
CITY OF RICHARDSON (COR)
CITY OF SACHSE (COS)
CITY OF SEAGOVILLE (COSe)
TOWN OF SUNNYVALE (TOS)
CITY OF WILMER (COW)
DALLAS COUNTY SCHOOL BOARD
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT (HPISD)
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 9, 2009

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS

- 1.1 The Town of Addison (TOA) plans to hold a Special Election on May 9, 2009 to fill a vacancy in one (1) City Councilmember position at-large unexpired term and a General Municipal Election for 3 City Council Members at-large and Mayoral position in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a Special Election for a proposition for a "Street Maintenance Tax", and a General Municipal Election on May 9, 2009 for City Councilmember Places 3,5,7, and Mayoral position in 12 Dallas County voting

precincts. The City of Carrollton (COC) plans to hold a General Municipal Election for Councilmember Places 1,3,5, and 7 on May 9, 2009 in 12 Dallas County voting precincts and 17 Denton County voting precincts. The City of Cedar Hill (COCdH) plans to hold a General Municipal Election for City Councilmember Places 1 and 4 on May 9, 2009 in 11 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Cockrell Hill (COCKH) plans to hold a General Municipal Election on May 9, 2009 for Alderman Places 3, 4 and 5 in 1 Dallas County voting precinct. The City of Coppell (COCp) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 2,4,6 and Mayoral position in 11 Dallas County voting precincts and 1 Denton County voting precinct. The City of Dallas plans to hold a Special Charter Amendment Election and a General Municipal Election on May 9, 2009 for City Councilmember Places 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in 398 Dallas County voting precincts and 9 Collin County voting precincts, and 8 Denton County voting precinct. The City of DeSoto (CODE) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 6 and 7 in 21 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Districts 1, 3, 5 and a Council Member at-large in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a Special Bond Election, a Special Charter Amendment Election, and a General Municipal Election on May 9, 2009 for City Councilmember Places 3 and 5 in 13 Dallas County voting precincts. The City of Garland plans to hold a General Municipal Election for City Councilmember Districts 3,6,7,8, and Mayoral position in 64 Dallas County voting precincts and 2 Collin County voting precincts. The City of Glenn Heights plans to hold a Special Local Option Election, and a General Municipal Election for City Councilmember Places 1, 3 and 5 in 1 Dallas County voting precinct and 1 Ellis County voting precinct. The City of Grand Prairie (COGP) plans to hold a Special Election for a proposition and a General Municipal Election on May 9, 2009 for City Councilmember Districts 5, 6, and 8 at-large in 29 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (COH) plans to hold a General Municipal Election on May 9, 2009 for three (3) City Council Members at-large in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 4, 6, and 8 in 53 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 1, 2, 6 and Mayoral position in 36 Dallas County voting precincts and 2 Kaufman County voting precincts. The City of Richardson (COR) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 1, 2, 3, 4, 5, 6, and 7 in 23 Dallas County voting precincts, and 6 Collin County voting precincts. The City of Sachse (COS) plans to hold a General Election on May 9, 2009 for City Councilmember Places 1 and 2 in 5 Dallas

County voting precincts and 2 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a General Municipal Election on May 9, 2009 for City Councilmember Places 2,4 and Mayoral position in 3 Dallas County voting precincts and 1 Kaufman County voting precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 9, 2009 for two (2) Council Members at-large, and Mayoral position in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a General Municipal Election on May 9, 2009 for three (3) City Council Members at-large and Mayoral position, in 1 Dallas County voting precinct.

- 1.2 The Dallas County School Board (DCSB) plans to hold on May 9, 2009 a Board of Trustee's Election for two (2) Board of Trustee positions at-large, in 694 Dallas County voting precincts located wholly or partially within the District and Dallas County.
- 1.3 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 3 and 4 in 38 Dallas County voting precincts and 10 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 6 and 7 in 22 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Special Bond Election and a Board of Education Trustee Election on May 9, 2009 for Places 6 and 7 in 22 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 6 and 7 in 23 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 6 and 7 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (GISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 6 and 7 in 67 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (GPISD) plans to hold a Board of Education Trustee Election for Places 5, 6, and 7 on May 9, 2009 in 41 Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (HPISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Districts 1 and 2 in 18 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 3 and 4 in 47 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (LISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Districts 1, 2 and 7 in 11

Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (MISD) plans to hold a Board of Trustee Election on May 9, 2009 for Places 6 and 7 in 47 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Special Election to fill a vacancy for Place 5 and a Board of Education Trustee Election on May 9, 2009 for Places 1 and 2 in 74 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (SuISD) plans to hold a Board of Education Trustee Election on May 9, 2009 for Places 3, 4 and 5 in 1 Dallas County voting precinct located wholly or partially within the District.

- 1.4 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint Election, together with the name of the participating political subdivision holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated and amended version of Attachment "E" to each participating political subdivision showing registered voters as of the deadline for registering to vote in the elections listed in Section 1 of this Election Services Contract and Joint Election Agreement.

2. ADMINISTRATION AND STATUTORY AUTHORITY

- 2.1 Bruce R. Sherbet is the duly appointed Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mr. Sherbet is the County Election Officer of Dallas County, Texas and is thereby authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this joint election agreement and election services contract with the contracting authorities of the participating political subdivisions listed in Section 1 of this contract.
- 2.2 The contracting authorities of the political subdivisions listed in Section 1 of this joint election agreement and election services contract are hereby participating in the joint election to be held in Dallas County, Texas on May 9, 2009 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.
- 2.3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the

election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

3. LEGAL DOCUMENTS

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 DCED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to each participating political subdivision. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating political subdivision. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision. Each participating political subdivision will provide a copy of their respective election notices and justice submission to DCED.

4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

4.1 Each participating political subdivision agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Thursday, April 23, 2009 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Monday, April 6, 2009 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

4.2 DCED agrees to provide direct record tabulators, precinct tabulators and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) Americans with Disabilities Act(ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two(2)Master PEB's per early voting location.

4.3 It is estimated that 1567 geminis, 379 precinct tabulators, 312 iVotronics, 430 ADA Terminals, and 51 Master PEB's will be needed to conduct the May 9, 2009 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$468.00 each (See Attachment "A"). It is agreed by all of the participating political subdivisions that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATIONS

5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating political subdivision affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".

5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 DCED will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating political subdivision. DCED shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating political subdivision affected by the change.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge of a such a precinct is not bilingual and is unable to hire a

bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED shall notify the participating political subdivision which shall then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk shall be paid according to a rate set by DCED. DCED shall then charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this joint election agreement and election services contract. A participating political subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense shall be borne by that participating political subdivision individually and that expense shall not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this agreement.

- 6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of Title 3 the Texas Election Code and Section 271.005 of Chapter 271 of Title 16 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible and qualified to serve. The presiding judge, with assistance from DCED, will be responsible for insuring the eligibility of each appointed clerk including an interpreter hired to assist the judge in the conduct of the election.
- 6.4 If a participating political subdivision recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5 DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision.
- 6.6 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 2, 2009 from 10am - 12pm, and Thursday, May 7, 2009, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas,

Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities have requested that judges appointed for the Joint Election should attend one of the two scheduled training sessions.

- 6.7 The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.
- 6.8 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)

7. SUPPLIES AND PRINTING

- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- 7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The list will be delivered to DCED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

- 8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent (35%) of that number, for an original allocation of no less than 25% of the registered voters.
- 8.2 Ballot allocation for Local Option Election will be allocation in accordance to Chapter 501.104 of the Texas Election Code.
- 8.3 Approximately 5,000 additional ballots will be available for Early Voting By Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

- 9.1 DCED will be responsible 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 agreement.
- 9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Bruce R. Sherbet
Dallas County
Elections Administrator

Tabulating Supervisor - Mary Kay West
Central Counting Station

Presiding Judge - (TBD)
Joint Election Rep.

- 9.3 The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.

9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating political subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00am Monday, May 18, 2009. All participating authorities will be responsible for the official canvass of their respective elections.

9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify the Elections Department if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

10.1 The participating authorities agree to share the costs of administering the May 9, 2009 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participating political subdivisions requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc.). The cost of any special request from a participating political subdivision, which is not agreed upon by all participating political subdivisions, shall be borne by the participating political subdivision making the special request. Each participating political subdivision agrees that no participating political subdivision shall be billed less than the minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit (twenty-five percent of \$4,859.84 being \$1,214.96), only if being combined with an established polling place. A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".

10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating political subdivision, unless otherwise agreed by the participating authorities and the Dallas County Elections Department.

- 10.3 Final election expenses will be determined within 90 business days after the election. DCED will provide each participating political subdivision with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.
- 10.4 If additional funds are needed, DCED will bill each participating political subdivision in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating political subdivision.

11. DEPOSIT OF FUNDS

- 11.1 Each participating political subdivision agrees to deposit with the Dallas County Treasurer's Office, by no later than Friday, March 20, 2009, a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by April 10, 2009; however, any participating entity may pay the total sum on or before March 20, 2009. Entities being billed for a minimum full unit cost are required to deposit total sum due no later than Friday, March 20, 2009. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating political subdivision. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.
- 11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$4,859.84(per polling place):

	<u>March 20</u>	<u>April 10</u>
TOA	\$ 4,859.84	
COBS	\$ 3,644.88	\$ 3,644.88
COC	\$ 7,289.76	\$ 7,286.76
COCH	\$ 4,859.84	
COCKH	\$ 4,859.84	
COCp	\$ 4,859.84	
COD	\$ 288,148.04	\$ 288,148.04
CODe	\$ 4,859.84	
CODu	\$ 5,426.82	
COFB	\$ 6,074.80	\$ 6,074.80
COG	\$ 23,975.22	\$ 23,975.22
COGH	\$ 4,859.84	
COGP	\$ 13,729.05	\$ 13,729.05
COH	\$ 4,859.84	

	<u>March 20</u>	<u>April 10</u>
COI	\$ 9,719.68	\$ 9,719.68
COM	\$ 6,560.79	\$ 6,560.79
COR	\$ 18,439.36	\$ 18,439.36
COS	\$ 4,859.84	
COSe	\$ 4,859.84	
TOS	\$ 4,859.84	
COW	\$ 4,859.84	
DCSB	\$ 377,690.60	\$377,690.60
CFBISD	\$ 15,389.50	\$ 15,389.50
CHISD	\$ 5,588.82	
CPISD	\$ 5,264.83	
DeISD	\$ 3,523.39	\$ 3,523.38
DUISD	\$ 6,479.79	\$ 6,479.78
GISD	\$ 27,215.11	\$ 27,215.11
GPISD	\$ 14,174.54	\$ 14,174.54
HPISD	\$ 4,859.84	\$ 4,859.84
IISD	\$ 10,732.15	\$ 10,732.15
LISD	\$ 4,859.84	\$ 4,859.84
MISD	\$ 11,420.63	\$ 11,420.63
RISD	\$ 43,333.58	\$ 43,333.57
SuISD	\$ 4,859.84	
 Total deposit	 <u>\$1,871,119.56</u>	

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

12.1 Bruce Sherbet, Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

12.2 Access to the election records will be available to each participating political subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. DCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

12.3 Under the law created by HB 1580, 79th Regular Session, 2005 which amended Section 66.058 (Texas Election Code), the DCED will retain election records for 60 days. After 60 days, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 22 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period.

13. EARLY VOTING

13.1 Bruce R. Sherbet, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 27, 2009, and continuing through Friday, May 1, 2009, between 8:00am and 5:00pm; Saturday, May 2, 2009 between 8:00 am and 5:00pm; Sunday, May 3, 2009, between 1:00pm and 6:00pm; Monday, May 4, 2009, and continuing through Tuesday, May 5, 2009 between 7:00am and 7:00pm.

Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location, branch locations, or temporary branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

BRANCH EARLY VOTING POLLING PLACES:

ADDISON FIRE STATION
4798 AIRPORT PKWY
ADDISON, TEXAS 75240

BALCH SPRINGS CITY HALL
3117 HICKORY TREE RD
BALCH SPRINGS, TEXAS 75180

BOZE SECONDARY LEARNING CTR
202 COLLEGE
GRAND PRAIRIE, TEXAS 75050

CEDAR HILL GOVT. CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 W. CLARENDON
DALLAS, TEXAS 75211

DALLAS CITY HALL
1500 MARILLA ST.
DALLAS, TEXAS 75201

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75137

FRANKFORD TOWN HOMES
18110 MARSH LANE
DALLAS, TEXAS 75287

GARLAND CITY HALL
200 N. FIFTH ST.
GARLAND, TEXAS 75040

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

GRAUWYLER PARK REC CENTER
7780 HARRY HINES BLVD.
DALLAS, TEXAS 75235

HEBRON & JOSEY LIBRARY
4220 N JOSEY LN.
CARROLLTON, TEXAS 75010

HIGHLAND PARK ADMIN BLDG.
7015 WESTCHESTER DR.
DALLAS, TEXAS 75205

IRVING ARTS CENTER
3333 N. MACARTHUR BLVD.
IRVING, TEXAS 75061

JOSEY RANCH LIBRARY
1700 KELLER SRINGS
CARROLLTON, TEXAS 75006

LANCASTER ISD ADMIN BLDG
422 S CENTRE
LANCASTER, TEXAS 75146

AUDELIA ROAD LIBRARY
10045 AUDELIA ROAD
DALLAS, TEXAS 75238

BECKLEY SANER RECREATION CENTER
114 W. HOBSON AVE
DALLAS, TEXAS 75224

CARROLLTON-FARMERS BRANCH ISD Admin. Bldg.
1445 N. PERRY
CARROLLTON, TEXAS 75006

CHURCHILL REC CENTER
6906 CHURCHHILL WAY
DALLAS, TEXAS 75230

COPPELL TOWN CENTER
255 W. PARKWAY BLVD.
COPPELL, TEXAS 75019

DESOTO EAST MIDDLE SCHOOL
601 E BELT LINE RD.
DESOTO, TEXAS 75115

FARMERS BRANCH CITY HALL
13000 WILLIAM DODSON
FARMERS BRANCH, TEXAS 75234

FRETZ PARK RECREATION CENTER
6950 BELT LINE
DALLAS, TEXAS 75240

GISD STUDENT SERVICE CENTER
720 STADIUM DR
GARLAND, TEXAS 75040

GLENN HEIGHTS CITY HALL
1938 S. HAMPTON RD
GLENN HEIGHTS, TEXAS 75154

HARRY STONE RECREATION CENTER
2403 MILLMAR DR.
DALLAS, TEXAS 75228

HIGHLAND HILLS LIBRARY
3624 SIMPSON STUART
DALLAS, TEXAS 75241

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LANCASTER LIBRARY
1600 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

BRANCH EARLY VOTING POLLING PLACES cont.:

MARTIN LUTHER KING CORE BUILDING 2922 MARTIN LUTHER KING JR BLVD DALLAS, TEXAS 75215	MARTIN WEISS RECREATION CENTER 1111 MARTINDELL AVE DALLAS, TEXAS 75211
MOUNTAIN CREEK LIBRARY 6102 MOUNTAIN CREEK DALLAS, TEXAS 75249	NORTHWAY BAPTIST CHURCH 3877 WALNUT HILL LN DALLAS, TEXAS 75229
OAK CLIFF SUBCOURTHOUSE 410 S. BECKLEY AVE. DALLAS, TEXAS 75203	OUR REDEEMER LUTHERAN CHURCH 7611 PARK LANE DALLAS, TEXAS 75225
PLEASANT OAKS REC CENTER 8701 GREENMOUND DALLAS, TEXAS 75227	RENNER-FRANKFORD LIBRARY 6400 FRANKFORD DALLAS, TEXAS 75252
REVERCHON REC CENTER 3505 MAPLE DALLAS, TEXAS 75219	RICHARDSON CIVIC CENTER 411 W ARAPAHO RICHARDSON, TEXAS 75080
ROWLETT LIBRARY 3900 MAIN STREET ROWLETT, TEXAS 75088	SACHSE CITY HALL 5560 HWY 78 SACHSE, TEXAS 75048
SEAGOVILLE CITY HALL 702 N HWY 175 SEAGOVILLE, TEXAS 75159	ST. LUKE COMMUNITY CHURCH 6211 EAST GRAND AVE. DALLAS, TEXAS 75223
SUNNYVALE TOWN HALL 127 COLLINS RD. SUNNYVALE, TEXAS 75182	VALLEY RANCH LIBRARY 401 CIMMERON TRAIL IRVING, TEXAS 75063
VETERANS MEDICAL CENTER (MAIN LOBBY) 4500 S LANCASTER DALLAS, TEXAS 75216	WEST DALLAS MULTIPURPOSE CENTER 2828 FISHTRAP DALLAS, TEXAS 75212
WILMER COMMUNITY CENTER 101 DAVIDSON PLAZA WILMER, TEXAS 75172	

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating political subdivision will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 27, 2009. The participating political subdivisions agree to appoint Chorsia Davis as presiding judge and Bonnie Wells as alternate judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

14. ELECTION REPORTS

14.1 DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 11, 2009 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. CONTRACT WITHDRAWAL

16.1 Any contracting authority of any participating political subdivision that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that participating political subdivision shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating political subdivisions no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Address for notice to DCED:

Bruce R. Sherbet
Dallas County Elections Administrator
Elections Department - Eighth Floor
Health and Human Service Building - 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214)819-6300

Addresses for notice to the participating political subdivisions:

Lea Dunn, (TOA)
Town Secretary/Asst. City Mgr.
5300 Beltline Road
Addison, Texas 75240
(972) 450-7017

Cindy Gross, (COBS)
City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972)557-6066

Ashley Mitchell, (COC)
City Secretary
1945 N Jackson St.
Carrollton, Texas 75006
(972) 466-3021

Lyn Hill, (COCdH)
City Secretary
285 Uptown Blvd. Bldg. 100 4th Fl.
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Brett Haney, (COCkH)
Chief Operating Officer
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Libby Ball, (COCp)
City Secretary
255 Parkway Blvd.
Coppell, Texas 75019
(972) 304-3670

Rosa Rios, (COD)
City Secretary
1500 Marilla St., 5DS
Dallas, Texas 75202
(214) 670-5654

Laura Hallmark, (CODE)
City Secretary
211 E. Pleasant Run Rd, Ste A
DeSoto, Texas 75115
(972) 230-9646

Dara Crabtree, (CODU)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5004

Cindee Peters, (COFB)
City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234
(972) 919-2503

Mary Kayser, (COG)
City Secretary
200 N. Fifth St.
Garland, Texas 75040
(972) 205-2404

Othell Murphree (COGH)
City Secretary
1938 S. Hampton Rd.
Glenn Heights, Texas 75154
(972) 223-1690 ext. 203

Cathy DiMaggio (COGP)
City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

Janice Carroll, (COI)
City Secretary
825 W. Irving Blvd
Irving, Texas 75060
(972) 721-2605

Sonja Land, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Pamela Schmidt, (COR)
City Secretary
411 Arapaho
Richardson, Texas 75080
(972) 744-4290

Susie Quinn, (CORw)
City Secretary
4000 Main Street
Rowlett, Texas 75088
(972) 412-6109

Terry Smith, (COS)
City Secretary
5560 Hwy 78
Sachse, Texas 75048
(972) 495-1212 ext. 23

Janie Willman, (COSe)
City Secretary
702 N. Hwy 175
Seagoville, Texas 75159
(972) 287-2050 ext. 123

Kathryn Dewey, (TOS)
City Secretary
127 Collins Road
Sunnyvale, Texas 75182
(972) 226-7177

Alice Holloway, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

Olga Esparza (DCSB)
Secretary to Superintendent
612 N. Zang
Dallas, Texas 75208
(214) 944-4525

Mark Hyatt, (CFBISD)
Asst. Supt. of Support Svcs
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-9104

Kim Lewis, (CHISD)
Chief Operating Officer
285 Uptown Blvd. Bldg. 300
Cedar Hill, Texas 75104
(972) 291-1581 ext. 4023

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Ron Cagle, (DeISD)
Assistant Superintendent
For Community Engagements
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-6666 ext.214

Jennifer Wilson, (DUISD)
Assistant Superintendent
802 S. Main
Duncanville, Texas 75137
(972) 708-2011

Dr. Rene Barajas, (GISD)
Assistant Superintendent
for Business Operations
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Dave Crittenden (GPISD)
Director of Purchasing
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Scott Layne, (IISD)
Assistant Superintendent
of Support Services
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 215-5400

Joyce Brein, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

Patricia Gonzales, (HPISD)
Admin. Asst./Elections
Coordinator
7015 Westchester Drive
Dallas, Texas 75205
(214) 780-3016

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

Judy Whinton, (RISD)
Exec Asst. to Asst. Supt
Of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

Seth Adams, (SISD)
Supt. of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

18. LIABILITY FOR NEGLIGENCE.

All parties agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or State law. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. All parties agree that any such liability or damages occurring during the performance of this Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

19. SEVERABILITY

If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

20. ENTIRE CONTRACT

This joint election contract and election services agreement, including all Exhibits and attachments, constitutes the entire Contract between the parties and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written.

CITY SECRETARY

ORDER OF PRECEDENCE

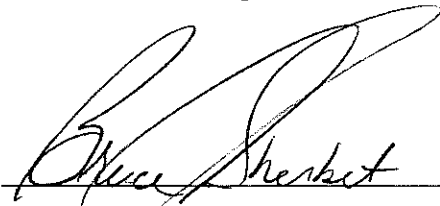
In the event of any inconsistency between the provisions of this joint election contract and election services agreement and any incorporated documents as described herein, all parties agree that the provisions of this Contract shall take precedence.

SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

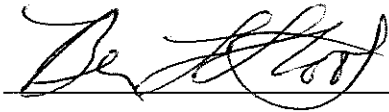
COUNTERPARTS.

This joint election contract and election services agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.



BRUCE R. SHERBET,
DALLAS COUNTY ELECTIONS ADMINISTRATOR

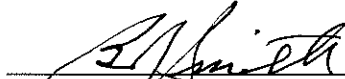
APPROVED AS TO FORM*



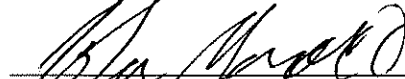
BEN L. STOOL
ASSISTANT DISTRICT ATTY

*By law, the District Attorneys' Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED AND AGREED TO BY THE CITY OF MESQUITE:
APPROVED AS TO FORM:



B.J. SMITH,
CITY ATTORNEY

APPROVED:


JOHN MONACO,
MAYOR

ATTEST:


SONJA LAND,
CITY SECRETARY