

RESOLUTION NO. 07-2010

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.

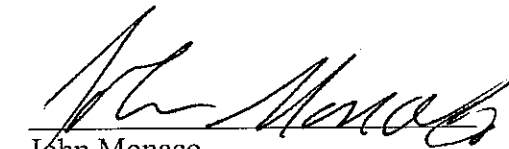
WHEREAS, the City Council of the City of Mesquite, Texas, has called the annual general election be held May 8, 2010, for the purpose of electing Councilmembers for Places 3, 4 and 5; and

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.

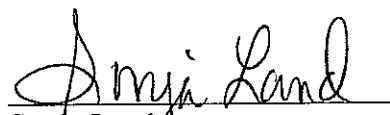
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 1st day of March, 2010.



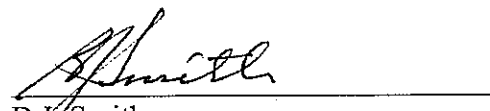
John Monaco
Mayor

ATTEST:

APPROVED:



Sonja Land
City Secretary



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 CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COckH)
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 LANCASTER (COL)
CITY OF MESQUITE (COM)
CITY OF RICHARDSON (COR)
CITY OF ROWLETT (CORW)
CITY OF SACHSE (COS)
CITY OF SEAGOVILLE (COSe)
TOWN OF SUNNYVALE (TOS)
CITY OF WILMER (COW)
CYPRESS MUNICIPAL MANAGEMENT DISTRICT (CMMD)
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)
DALLAS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT # 6 (DCWID#6)
WILMER UTILITY DISTRICT (WUD)
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
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 8, 2010

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 General Municipal Election May 8, 2010 for 3 City Council Members at-large in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Place 2 at large and City Councilmember Places 4 and 6 in 12 Dallas County voting precincts. The City of Cedar Hill (COCdH) plans to hold a General Municipal Election for City Councilmember Places 3, 5, and a Mayoral position on May 8, 2010 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 8, 2010 for Alderman Places 1, 2 and a Mayoral position in 1 Dallas County voting precinct. The City of DeSoto (CODE) plans to hold a General Municipal Election on May 8, 2010 for Mayor Place 1 and City Councilmember Places 3 and 5 and a Special Election to fill a vacancy in City Councilmember Place 7 in 21 Dallas County voting precincts. The City of Duncanville (CODu)

plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Districts 2,4, and a Mayoral position in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Places 1 and 4 in 13 Dallas County voting precincts. The City of Garland (COG) plans to hold a General Municipal Election for City Councilmember Districts 1,2,4, and 5 in 64 Dallas County voting precincts and 2 Collin County voting precincts. The City of Glenn Heights (COGH) plans to hold a General Municipal Election for City Councilmember Places 2, 4, 6 and a Mayoral position in 1 Dallas County voting precinct and 1 Ellis County voting precinct. The City of Grand Prairie (COGP) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Districts 2, 4, and a Mayoral position 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 8, 2010 for two (2) City Council Members at-large and a Mayoral position in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a Special Charter Amendment Election and a General Municipal Election on May 8, 2010 for City Councilmember Places 1, 2, and 7 in 53 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Districts 1, 3, and 5 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Places 3, 4, and 5 in 36 Dallas County voting precincts and 2 Kaufman County voting precincts. The City of Richardson (COR) plans to hold a Bond Election in 23 Dallas County voting precincts, and 6 Collin County voting precincts. The City of Rowlett (CORW) plans to hold a General Municipal Election on May 8, 2010 for City Councilmember Places 2, 4, 6 and a Mayoral position in 10 Dallas county voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COS) plans to hold a General Election on May 8, 2010 for City Councilmember Places 5, 6 and a Mayoral position in 5 Dallas County voting precincts and 3 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a Special Charter Amendment Election, a Local Option Election and a General Municipal Election on May 8, 2010 for City Councilmember Places 1,3, and 5 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 8, 2010 for three (3) Council Members at-large in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a General Municipal Election on May 8, 2010 for two (2) City Council Members at-large and Mayoral position, in 1 Dallas County voting precinct.

- 1.2 The Cypress Waters Municipal Management District (CMMMD) plans to hold a Special Tax Election in 1 Dallas County voting precincts The Dallas County Community College District (DCCCD) plans to hold on May 8, 2010 a Board of Trustee's Election for Board of Trustee District 2,3, and 4, in 694 Dallas County voting precincts located wholly or partially within the District and Dallas County. The Dallas County Water Control and Improvement District # 6 (DCWCID#6) plans to hold a General Municipal Election for two (2) Board of Directors positions at-large in 11 Dallas County voting precincts The Wilmer Utility District (WUD) plans to hold a General Municipal Election for three (3) Board of Directors positions in 3 Dallas County voting precincts.

1.3 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 8, 2010 for Places 5, 6, and 7 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 8, 2010 for Places 1 and 2 in 22 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Board of Education Trustee Election on May 8, 2010 for Places 1, 2, and 3 in 22 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (DISD) plans to hold a Board of Trustee Election on May 8, 2010 for Places 4, 5, and 7 in 117 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 8, 2010 for Places 1, 2 and 5 for one year to complete the last term 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 8, 2010 for Places 1, 2, and 3 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 8, 2010 for Places 1, 2, and 3 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 1 and 2 on May 8, 2010 in 41 Dallas County voting precincts located wholly within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 8, 2010 for Places 5, 6, and 7 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 8, 2010 for Districts 3 and 6 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 8, 2010 for Places 1, 2 and 6 in 47 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Board of Education Trustee Election on May 8, 2010 for Places 3, 4, and 5 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 8, 2010 for Places 6 and 7 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 8, 2010 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 22, 2010 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 Thursday, May 6, 2010 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 1,274 geminis, 308 precinct tabulators, 252 iVotronics, 350 ADA Terminals, and 350 Master PEB's will be needed to conduct the May 8, 2010 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 1, 2010 from 10am - 12pm, and Thursday, May 6, 2010, 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 the Local Option Election will be done in accordance with 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 - Fay Matthews-Bridges, DISD
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 17, 2010. 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 8, 2010 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 \$5,033.01 being \$ 1,258.25 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 19, 2010 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 9, 2010; however, any participating entity may pay the total sum on or before April 9, 2010. Entities being billed for a minimum full unit cost are required to deposit total sum due no later than Friday, March 19, 2010. 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 \$5,033.01 (per polling place):

| | <u>March 19</u> | <u>April 9</u> |
|----------|-----------------|----------------|
| TOA | \$ 5,033.01 | |
| COBS | \$ 5,284.66 | |
| COCH | \$ 5,033.01 | |
| COCKH | \$ 5,033.01 | |
| CODe | \$ 6,710.67 | |
| CODu | \$ 6,710.67 | |
| COFB | \$ 6,710.67 | \$ 6,710.68 |
| COG | \$ 17,279.98 | \$ 17,279.99 |
| COGH | \$ 5,033.01 | |
| COGP | \$ 20,341.73 | \$ 20,341.73 |
| COH | \$ 5,033.01 | |
| COI | \$ 13,085.81 | \$ 13,085.82 |
| COL | \$ 5,033.01 | \$ 5,033.01 |
| COM | \$ 6,333.20 | \$ 6,333.20 |
| COR | \$ 30,198.03 | \$ 30,198.04 |
| CORw | \$ 5,033.00 | \$ 5,033.01 |
| COS | \$ 5,033.01 | |
| COSe | \$ 5,033.01 | |
| TOS | \$ 5,033.01 | |
| COW | \$ 5,033.01 | |
| CMMD | \$ 5,033.01 | |
| DCCD | \$262,219.58 | \$262,219.59 |
| DCWCID#6 | \$ 5,284.66 | |
| WUD | \$ 5,033.01 | |
| CFBISD | \$ 21,474.15 | \$ 21,474.16 |
| CHISD | \$ 8,807.76 | |
| CPISD | \$ 5,033.01 | |
| DeISD | \$ 5,452.42 | \$ 5,452.43 |
| DISD | \$152,416.18 | \$152,416.18 |
| DUISD | \$ 16,986.39 | \$ 16,986.40 |
| GISD | \$ 34,476.08 | \$ 34,476.09 |
| GPISD | \$ 21,809.69 | \$ 21,809.69 |
| IISD | \$ 17,825.23 | \$ 17,825.23 |

| | <u>March 19</u> | <u>April 9</u> |
|---------------|------------------------|----------------|
| LISD | \$ 5,871.84 | \$ 5,871.84 |
| MISD | \$ 9,436.88 | \$ 9,436.89 |
| RISD | \$92,062.06 | \$ 92,062.06 |
| SuISD | \$ 5,033.01 | |
| Total deposit | <u>\$ 1,581,286.43</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 26, 2010, and continuing through Friday, April 30, 2010, between 8:00am and 5:00pm; Saturday, May 1, 2010 between 8:00 am and 5:00pm; Sunday, May 2, 2010, between 1:00pm and 6:00pm; Monday, May 3, 2010, and continuing through Tuesday, May 4, 2010 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 | AUDELIA ROAD LIBRARY 10045 AUDELIA ROAD DALLAS, TEXAS 75238 |
| BALCH SPRINGS CITY HALL 3117 HICKORY TREE RD BALCH SPRINGS, TEXAS 75180 | CROSSWINDS HIGH SCHOOL 1100 N CARRIER PKWY GRAND PRAIRIE, TEXAS 75050 |
| CARROLLTON-FARMERS BRANCH ISD Admin. Bldg. 1445 N. PERRY CARROLLTON, TEXAS 75006 | CEDAR HILL GOVT. CENTER 285 UPTOWN BLVD CEDAR HILL, TEXAS 75104 |
| COCKRELL HILL CITY HALL 4125 W. CLARENDON DALLAS, TEXAS 75211 | COPPELL TOWN CENTER 255 W. PARKWAY BLVD. COPPELL, TEXAS 75019 |
| DALLAS COUNTY WCID #6 13503 ALEXANDER RD. BALCH SPRINGS, TEXAS 75181 | DALLAS ISD ADMINISTRATION BLDG 3700 ROSS AVE. DALLAS, TEXAS 75204 |
| DESOTO TOWN CENTER LIBRARY 211 E PLEASANT RUN RD DESOTO, TEXAS 75115 | DUNCANVILLE LIBRARY 201 JAMES COLLINS DUNCANVILLE, TEXAS 75137 |
| FARMERS BRANCH CITY HALL 13000 WILLIAM DODSON FARMERS BRANCH, TEXAS 75234 | GARLAND CITY HALL 200 N. FIFTH ST. GARLAND, TEXAS 75040 |
| GISD STUDENT SERVICE CENTER 720 STADIUM DR GARLAND, TEXAS 75040 | GARNER ELEMENTARY 145 POLO ROAD GRAND PRAIRIE, TEXAS 75052 |
| GLENN HEIGHTS CITY HALL 1938 S. HAMPTON RD GLENN HEIGHTS, TEXAS 75154 | HARRY STONE RECREATION CENTER 2403 MILLMAR DR. DALLAS, TEXAS 75228 |
| HUTCHINS CITY HALL 321 N. MAIN ST. HUTCHINS, TEXAS 75141 | IRVING ARTS CENTER 3333 N. MACARTHUR BLVD. IRVING, TEXAS 75062 |
| IRVING CITY HALL 825 W. IRVING BLVD. IRVING, TEXAS 75060 | JOSEY RANCH LIBRARY 1700 KELLER SPRINGS CARROLLTON, TEXAS 75006 |

BRANCH EARLY VOTING POLLING PLACES CONTINUED:

| | |
|---|--|
| LAKE SIDE ACTIVITY CENTER 101 HOLLEY PARK DRIVE MESQUITE, TEXAS 75149 | LANCASTER LIBRARY 1600 VETERANS MEMORIAL PKWY LANCASTER, TEXAS 75134 |
| MARSH LANE BAPTIST CHURCH 10716 MARSH LANE DALLAS, TEXAS 752229 | 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 |
| 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 |
| SUNNYVALE TOWN HALL 127 N COLLINS RD SUNNYVALE, TEXAS 75182 | VALLEY RANCH LIBRARY 401 CIMMARON 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 26, 2010. The participating political subdivisions agree to appoint Chorsia Davis as presiding judge and Pam Thomas 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 10, 2010 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 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 | 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 | Laura Hallmark, (CODe) City Secretary 211 E. Pleasant Run Rd, Ste A DeSoto, Texas 75115 (972) 230-9664 | Dara Crabtree, (CODU) City Secretary 203 E. Wheatland Road Duncanville, Texas 75116 (972) 780-5017 |
| 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 | Shanae Jennings, (COI) Acting City Secretary 825 W. Irving Blvd Irving, Texas 75060 (972) 721-2605 |

Dolle Downe, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75134
(972) 721-2605

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

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

David Hay, (DCCCD)
Legal Assistant
1601 S. Lamar
Dallas, Texas 75215
(214) 378-1701

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

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

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

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

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

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

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

Don Hamon, (DCWCID #6)
General Manager
PO Box 800040
Balch Springs, Texas 75180
(972) 286-1666

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

Jennifer Wilson, (DUISD)
Chief Financial Officer
802 S. Main
Duncanville, Texas 75137
(972) 708-2029

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

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

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

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

Bill Calderon, (CMMD)
Executive Director
10103 Fondren Suite 300
Houston, Texas 77096
713-595-1216

Mark Hyatt, (CFBISD)
Asst. Supt. of Support Svcs
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-6104

Fay Matthews-Bridges, (DISD)
Director of Board Services
3700 Ross Ave., Box 1
Dallas, Texas 75204
(972) 925-3720

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

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

Doug Williams, (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.

21. 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.

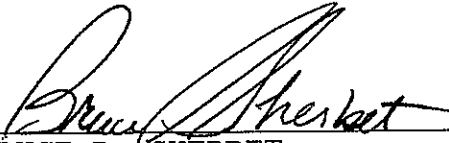
22. SIGNATORY WARRANTY

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.


23. 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.

APPROVED AS TO FORM*



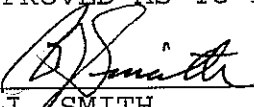
BRUCE R. SHERBET,
ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS



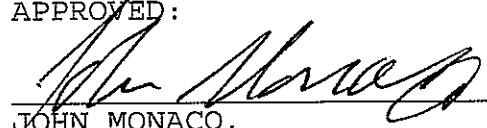
BEN L. STOOL, ASSISTANT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

*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).

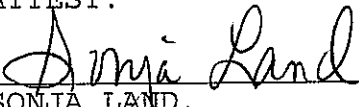
ACCEPTED AND AGREED TO BY THE CITY OF MESQUITE:
APPROVED AS TO FORM:



B.J. SMITH,
CITY ATTORNEY

APPROVED:


JOHN MONACO,
MAYOR

ATTEST:


SONJA LAND,
CITY SECRETARY