

Joint Election Agreement
City of Denton and Denton Independent School District

This joint election agreement is made this _____ day of _____, 2009, by and between the City of Denton (City) and the Denton Independent School District (District).

Whereas, the City plans to hold a city council election on May 9, 2009 for the purpose of electing four single member districts; and

Whereas, the District plans to hold a board of Trustees Election on May 9, 2009 for the purpose of electing Board of Trustees for Place One and Place Two; and

Whereas, pursuant to Section 11.0581 of the Texas Education Code and Section 271.002 of the Texas Election Code, the City and District desire to enter into an agreement to hold their elections jointly in the election districts that can be served by common polling places; and

Whereas, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the City, Denton ISD, and the citizens and voters thereof to hold the elections jointly.

Now, therefore, it is agreed that a joint election will be held by the Denton ISD and the City of Denton under the following terms and conditions:

- A. The parties agree to hold their elections jointly in the election precincts that can be served by common polling places. The District agrees to use the City's polling locations. District shall be responsible for all procedures/expenses associated with any satellite early/election day polling locations.
 - 1. Early Voting by Personal Appearance shall be conducted for both entities by City officials at City Hall, 215 E. McKinney, Denton, Texas.
 - 2. The City shall arrange for the use of all Election Day polling places. District polling places shall coincide with City polling places. Currently, those locations are District One, Martin Luther King, Jr. Recreation Center; District Two, North Branch Library; District Three, North Lakes Recreation Center; and District Four, Denia Recreation Center. City will notify District 90 days in advance of the election should these locations change.
 - 3. District shall provide City a list of voting locations for those Denton County election precincts outside City limits but inside District limits.
 - 4. The District shall be responsible for any satellite early or election day polling locations and all procedures and costs associated with those locations.
- B. All records pertaining to the election of the entities shall be combined in any manner convenient and adequate to record and report the results of each election.
 - 1. The City and District shall prepare separate Notice of Election and Order of Election notices, shall publish same separately and separately be responsible for payment of these publications.

2. The City and District shall prepare and submit separate Department of Justice submissions when necessary.
 3. The City shall be responsible for the publication of the Notice of Public Test.
 4. The City shall be responsible for posting all notices and schedules for Early Voting and Election Day except for any District satellite locations noted earlier.
 5. Denton County Elections Administrator shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and District as soon as possible after all returns have been tallied.
- C. The City shall arrange for appointment, notification (including Writ of Election), training and compensation of all presiding judges, alternate judges, interpreters, Central Counting Station personnel and the Early Voting Ballot Board, except for any District satellite locations noted earlier.
1. The City shall be responsible for notification of each Election Day and Early Voting Presiding Judge and Alternate Judge of his or her appointment. The City shall determine the number of clerks to work during Early Voting and on Election Day at the polling locations. Any person who is qualified to serve as an election officer in the election of either one of the entities may be appointed to serve in the joint election.
 2. The City shall compensate each election judge and worker for services rendered based on the hourly rates set by the City.
 3. Election Judges will attend the City's school of instruction.
- D. The City shall procure, prepare, and distribute ballots, election kits and election supplies.
1. At each polling place, a single ballot form shall be used which will show all the offices to be voted on in the elections of both entities at that polling place; provided, however, that no voter shall be provided a ballot containing any office on which the voter is ineligible to vote. In such cases, separate ballots will be provided to voters residing in areas where boundaries are not coextensive.
 2. The City and District shall conduct separate drawings for place on the ballot no later than the day following the last day for filing for place on the ballot. Following which the District shall provide the City Secretary with a certified list of candidates and order of placement on the ballot. The City Secretary shall prepare the ballot for the joint election for both entities and enter into an agreement with Denton County Elections Administrator for preparation and

printing of the ballots. District shall certify the accuracy of the ballot proof prior to being forwarded to Denton County.

3. The City shall procure and arrange for the distribution of all election equipment and supplies required to hold an election. The City shall secure election kits that include the legal documentation required to hold an election and all supplies.
- E. The City Secretary shall be appointed the Early Voting Clerk for the City. The District shall appoint an Early Voting Clerk to receive applications for early voting ballots to be voted by mail in accordance with Title 7.
1. The City shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Clerks.
 2. Early Voting dates and time for the District shall be the same as those for the City except for any satellite District locations. District shall determine dates and times for those locations.
 3. The remaining procedures for conducting the District's early voting by mail shall be completed by the City Early Voting Clerk.
- F. The City shall enter into an agreement with the Denton County Elections Administrator for the tabulation of the voted ballots in accordance with Section 127.000 of the Texas Election Code.
1. The Counting Station Manager shall be the Elections Administrator of Denton County, Texas. Central Counting Station Judge shall be appointed by the City. The Tabulation Supervisor and Tabulation Operator shall be provided by the Denton County Elections Administration Office.
 2. The Denton County Elections Administrator shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies.
- G. The reasonable and necessary expense of holding said joint election will be paid by the City, except that one-half (1/2) of the expense shall be paid to the City by the District upon receipt of satisfactory billing and invoices reflecting the total of such expense.
- H. General Provisions of this agreement include:
1. Candidates shall file in the appropriate jurisdiction as provided by the Texas Election Code.
 2. The City shall be appointed the custodian of the voted ballots and shall retain all election materials for a period as determined by the Texas Election Code. Pending no litigation and as prescribed by law, the voted ballots and election

materials will be destroyed in a manner prescribed by the Texas Election Code.

3. If the District cancels their election pursuant to Section 2.053 of the Texas Election code, the District shall reimburse the City for any expenses incurred on behalf of the District prior to the date of cancellation.
4. The provisions of this joint agreement will not be in effect if the City cancels their election in its entirety. If the City cancels a portion of their election and therefore a polling location is no longer required in a certain area or areas, but the District still requires a polling site in the area or areas, the City shall still conduct the election and the District shall be responsible for 100% of the expenses associated with the conduct of the election in those areas where the City's election was canceled.
5. This agreement does not apply to any election held by either entity other than the May General Election.

This agreement shall become effective upon the adoption by the governing body of each of the entities of a resolution approving this agreement and shall be effective each successive year thereafter until terminated in writing by either entity at least ninety (90) days prior to the election date.

Approved, this _____ day of _____, 2009, by the City Council of the City of Denton.

Mark A. Burroughs
Mayor, City of Denton, Texas

Attest:

Jennifer Walters
City Secretary

Approved as to form:

City Attorney

Approved, this _____ day of _____, 2009 by the Board of Trustees of the Denton Independent School District.

Board President

Board Secretary