

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 10, 2012

Presented by: Mr. Horace Williams, Superintendent of Schools

Subject: Consider Dallas County Elections Department Contract

Action Item

BOARD GOAL

This agenda item is not directly responsive to a particular Board goal. However, it is consistent with the implied goal that CHISD will remain current / compliant on all state and local matters and generally accepted standards of sound management practice.

BACKGROUND INFORMATION:

Tuesday, November 6, 2012, is the date for the CHISD Bond Election. The Dallas County Elections Department has agreed to hold our election in conjunction with the national General Election. A draft of the contract for this election is attached herewith. The major tenets and spirit of the contract are similar to those of our annual trustee election. However, because of the nature of this election and some details related to redistricting, the Elections Department was not able to provide all of the usual attachments with the contract draft. We expect to have those in hand by September 3.

RECOMMENDATION:

Staff recommends consideration of the contract with the Dallas County Elections Department for the November 6, 2012 Bond Election.

BOARD ACTION REQUIRED

Motion to approve the attached elections contract.

POLICY AUTHORIZATION:

BBB (Legal) (Local) - Elections

CONTACT PERSON(S):

L. Kim Lewis, Chief Operating Officer

FUNDING SOURCE:

Election costs are funded by the General Operating Budget, Function 41.

ENCLOSURES:

November 6, 2012 Dallas County Elections Department Contract, sans attachments.

NOVEMBER GENERAL JOINT ELECTION CONTRACT

AND

ELECTION SERVICES AGREEMENT

BETWEEN

THE DALLAS COUNTY ELECTIONS ADMINISTRATOR

AND

CITY OF BALCH SPRINGS (COBS)

CITY OF CEDAR HILL (COCdH)

CITY OF DALLAS (COD)

CITY OF RICHARDSON (COR)

CITY OF SEAGOVILLE (COSe)

TOWN OF SUNNYVALE (TOS)

CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)

FOR THE CONDUCT OF A GENERAL JOINT ELECTION
TO BE HELD TUESDAY, NOVEMBER 6, 2012

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

1. JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS

- 1.1 Dallas County plans to hold a November General Election on November 6, 2012 in 774 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold two (2) Propositions and a Local Option Election on November 6, 2012 in 5 Dallas County voting precincts. The City of Cedar Hill (COCdH) plans to hold a Local Option Election on November 6, 2012 in 8 Dallas County voting precincts. The City of Dallas (COD) plans to hold a Bond Election and a Charter Amendment Election on November 6, 2012 in 251 Dallas County voting precincts. The City of Irving (COI) plans to hold TBD on November 6, 2012 in 15 Dallas County voting precincts. The City of Seagoville (COSe) plans to hold a Charter Amendment Election on November 6, 2012 in 3 Dallas County voting precincts. The City of Richardson (COR) plans to hold a Charter Amendment Election on November 6, 2012 in 20 Dallas County voting precincts. The Town of Sunnyvale (TOS) plans to hold a Home Rule Charter Election on November 6, 2012 in 1 Dallas County voting precinct.
- 1.2 The Cedar Hill Independent School District (CHISD) plans to hold a Bond Election on November 6, 2012 in 7 Dallas County voting precincts located wholly or partially within the District.
- 1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the Presidential 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 Antoinette "Toni" Pippins-Poole (hereafter referred to as Toni Pippins-Poole) is the duly appointed County Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mrs. Pippins-Poole 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 November 6, 2012 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 November General 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 Each participating entity will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the November General Joint Election. A copy of the submission will be furnished to DCED by 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 November General 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 TBD 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 TBD 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. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and place of the testing. 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 TBD Gemini's, TBD precinct tabulators, TBD iVotronics, TBD ADA Terminals, and Master PEB's will be needed to conduct the November 6, 2012 General 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 November General Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the November General Joint Election Agreement.

5. VOTING LOCATION

- 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. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

6. ELECTION JUDGES, ALTERNATE JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

- 6.1 DCED will be responsible for the appointment of the presiding judge and alternate judge for each polling location as required by Section 32.001 and 32.051 of the Texas Election Code. DCED shall arrange for the training of all presiding judges and alternate judges. The proposed election judges and alternates 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 2010 census statistics, are required to have interpreter

assistance. If a presiding judge of 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 of the Texas Election Code and Section 271.005 of the Texas Election Code, and will take the necessary steps to insure that all election judges and alternate judges appointed for the November General Joint Election are eligible and qualified to serve. According to Section 32.031 (a) of the Texas Election Code, the presiding judge for each election precinct shall appoint the election clerks to assist the judge in the conduct of an election at the polling place served by the judge.

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, unless that person becomes ineligible to serve as an election judge in the November General Joint Election.

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. Any entity electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into the joint election account.

6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on TBD from 10am – 12pm, and TBD, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for TBD, TBD from 10am – 4pm, TBD from 9am – 4pm, TBD 6pm – 9pm, TBD from 10am – 2pm at 2377 N. Stemmons Frwy. 8th Floor, 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 may request that judges appointed for the November General Joint Election should attend one of the scheduled training sessions.

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.

- 6.6 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 propositions showing the order and the exact manner in which their proposition(s) in both English and Spanish as they are to appear on the official ballot. The form furnished to you by DCED Central Counting Station electronically, shall be delivered to DCED in a **Microsoft Word Format** electronically 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 65% of that number, for an original allocation of no less than 25% of the registered voters.
- 8.2 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 - Toni Pippins-Poole
Dallas County
Elections Administrator

Tabulating Supervisor - Jana Onyon
Central Counting Station

Presiding Judge - TBD
Alternate Judge - TBD

- 9.3 The manager or her 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 10:00 A.M. TBD. 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 DCED if such a 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 November 6, 2012 General 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. 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 120 business days after the election. DCED will

provide each participating political subdivision with a final accounting in writing of all funds deposited into the Presidential Joint Election account and an accounting of all payments from the November General 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, the election expenses to be paid to Dallas County as administrator of the November General Joint Election, the full balance for your election by TBD. 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 \$TBD (per polling place) :

Entity	TBD
COBS	TBD
COCdH	TBD
COD	TBD
COI	TBD
COR	TBD
COSe	TBD
TOS	TBD
CHISD	TBD

Total deposit \$TBD

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 Toni Pippins-Poole, County Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the November General 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 Pursuant to Section 66.058 of the Texas Election Code, DCED will retain the election records for 60 days after the date of the election. 60 days after the date of the election, DCED will make arrangements to deliver the Presidential Joint Election records to Dallas County Record Storage. The Presidential 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 November General Joint Election records after the preservation period. DCED will provide each entity a letter of destruction.

13. **EARLY VOTING**

- 13.1 Toni Pippins-Poole, County Elections Administrator, is appointed the early voting clerk for all of the participating political subdivisions in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, in pursuant to section 83.031, 83.032 and 85.009 of the Texas Election Code, as needed to process early voting mail and to conduct early voting at the main location and branch locations.

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". DCED shall request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff and temporary workers who are hired to work in this election.

- 13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, October 22, 2012 and continuing through Friday, October 26, 2012 between 8:00 A.M. and 5:00 P.M.; Saturday, October 27, 2012 between 7:00 A.M. and 7:00 P.M.; Sunday, October 28, 2012, between 1:00 P.M. and 6:00 P.M.; Monday, October 29, 2012 and continuing through Friday, November 2, 2012 between 7:00 A.M. and 7:00 P.M. Any qualified voter for the Presidential Joint Election may vote early by personal appearance at either the main early voting location or branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

EARLY VOTING BRANCH POLLING PLACES:

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

CROSSWINDS HIGH SCHOOL
1100 N. CARRIER PKWY
GRAND PRAIRIE, TEXAS 75050

DALLAS WEST LIBRARY
2332 SINGLETON BLVD
DALLAS, TEXAS 75212

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

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

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

LAKE HIGHLANDS NORTH REC CENTER
9940 WHITE ROCK TRAIL
DALLAS, TEXAS 75238

LANCASTER VET. MEMORIAL LIBRARY
1600 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

MARSH LANE BAPTIST CHURCH
10716 MARSH LANE
DALLAS, TEXAS 75229

MARTIN WEISS REC CENTER
1111 MARTINDALE AVE.
DALLAS, TEXAS 75211

OUR REDEEMER LUTHERAN CHURCH
7611 PARK LANE
DALLAS, TEXAS 75225

CEDAR HILL GOV'T CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

DALLAS CITY HALL
1500 MARILLA STREET
DALLAS, TEXAS 75201

DESOTO TOWN CENTER LIBRARY
211 E PLEASANT RUN RD
DESOTO, TEXAS 75115

FRETZ PARK LIBRARY
6990 BELT LINE ROAD
DALLAS, TEXAS 75254

GRAWLER PARK REC CENTER
7780 HARRY HINES BLVD
DALLAS, TEXAS 75235

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON, TEXAS 75006

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LOCHWOOD LIBRARY
11221 LOCHWOOD BLVD
DALLAS, TEXAS 75218

MARTIN LUTHER KING CORE BLDG
2922 MLK BLVD.
DALLAS, TEXAS 75215

OAK CLIFF SUB-COURTHOUSE
410 S. BECKLEY
DALLAS, TEXAS 75203

PRAIRIE CREEK LIBRARY
9609 LAKE JUNE ROAD
DALLAS, TEXAS 75217

RECORDS BUILDING
509 MAIN STREET
DALLAS, TEXAS 75202

RICHARDSON CIVIC CENTER
411 W ARAPAHO ROAD
RICHARDSON, TEXAS 75080

ROWLETT CITY HALL ANNEX
4004 MAIN STREET
ROWLETT, TEXAS 75088

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

ST LUKE COMMUNITY LIFE CENTER
6211 EAST GRAND AVE
DALLAS, TEXAS 75223

SUNNYVALE TOWN CENTER
127 NORTH COLLINS ROAD
SUNNYVALE, TEXAS 75182

VALLEY RANCH LIBRARY
401 CIMARRON TRAIL
IRVING, TEXAS 75063

VETERANS MEDICAL CENTER(MAIN LOBBY)
4500 S LANCASTER ROAD
DALLAS, TEXAS 75216

- 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 Subchapter A of Chapter 87 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 TBD. The participating political subdivisions agree to appoint SeGwen Tyler as presiding 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. CONTRACT WITHDRAWAL

- 15.1 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 Presidential 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.

16. NOTICE

16.1 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:

Toni Pippins-Poole
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:

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

Rosa Rios, (COD)

City Secretary
1500 Marilla Street, Rm 5D South
Dallas, Texas 75201
214-670-5654

Aimee Nemer, (COR)

City Secretary
411 W Arapaho Rd., Room 202
Richardson, Texas 75080
(972) 744-4290

Joy Hart, (COSe)

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

Leslie Malone, (TOS)

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

Shanae Jennings, (COI)

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

Kim Lewis, (CHISD)

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

17. 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.

18. VENUE

Venue for any cause of action, injunction, or petition for extraordinary relief arising out of the performance of this contract shall lie exclusively in Dallas County, Texas.

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.

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Attachments are
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