

Joint Election Agreement
City of Corinth and Denton Independent School District

This Agreement is made this _____ day of _____, 2009, by and between the City of Corinth, a home rule municipality with offices at 3300 Corinth Parkway, Corinth, Texas (City), and the Denton Independent School District, with offices at 1307 North Locust, Denton, Texas 76201 (District).

Whereas, the City plans to hold a city council election on May 9, 2009 for the purpose of electing members to the Corinth City Council; and

Whereas, the District plans to hold a board of Trustees Election on May 9, 2009 for the purpose of electing trustees to the Board of the District; 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 for the May general election will be held by the Denton ISD and the City of Corinth 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 and expenses associated with any satellite early/election day polling locations.
 - 1. The City shall conduct Early Voting by Personal Appearance for City and District at City Hall, 3300 Corinth Parkway, Corinth, Texas.
 - 2. The City shall conduct voting on Election Day for City and District at the polling place of 3300 Corinth Parkway, Corinth, Texas. City will notify District 90 days in advance of the election should this location change.
 - 3. The 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 early voting by mail for the District and 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. The City and District shall each be

responsible for posting all notices and schedules for early voting and Election Day required by law for each entity and for the Spanish translation of any notices.

2. The City and District shall each be responsible for the preparation and submission of any required submission to the United States Department of Justice.
 3. The City shall be responsible for the publication of the Notice of Public Test.
 4. The City shall use best efforts to contract with Denton County to require the Denton County Elections Administrator to prepare the unofficial canvass report after all precincts have been counted. Any such contract will provide for a copy of the unofficial canvass to be furnished to the City and District as soon as possible after all returns have been tallied.
- C. The City shall arrange for appointment, notification (including the 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 personnel conducting early voting at District satellite locations and conducting early voting by mail for the District.
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 location at 3300 Corinth Parkway. 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 separate ballot form or electronic voting equipment may be used for the District and the City; 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. After the drawing, the District shall provide the City Secretary with a certified list of candidates and order of placement on the ballot.

3. The City Secretary shall prepare the ballot language for the election for both entities except that District shall furnish the City Secretary the ballot language in English and in Spanish. The City shall use best efforts to 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. Other than the equipment and supplies required for early voting by mail for the District, the City shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
- E. The City shall appoint the City Secretary to serve as the Early Voting Clerk for the City. The District shall appoint an Early Voting Clerk to serve as the Early Voting Clerk for the District.
1. The City shall supervise and conduct Early Voting by mail and personal appearance for the City and Early Voting by personal appearance for the District and shall secure personnel to serve as Early Voting Clerks.
 2. The District shall supervise and conduct Early Voting by mail and shall secure personnel to serve as Early Voting Clerks for such purpose. 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.
- F. The City shall use best efforts to 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, which shall include the following provisions:
1. The Counting Station Manager shall be the Elections Administrator of Denton County, Texas. The 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 the joint election will be paid by the City. The City shall invoice the District for the costs of the election and the District shall pay one-third (1/3) of the expense invoiced for the joint election, if the Lake Dallas ISD holds a joint election with the City of Corinth. If only the City and Denton ISD hold a joint election then the District will pay one-half (1/2) of the expense. Payment shall be made and disputes on amounts owed shall be processed in accordance with the Texas Prompt Payment Act, Tex. Gov't Code ch. 2251.

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 its election pursuant to Section 2.053 of the Texas Election Code, the District shall notify the City within five days after the cancellation and reimburse the City for any expenses incurred on behalf of the District prior to the date of cancellation.
4. The provisions of this Agreement will not be in effect if the City cancels the entire election. If the City cancels a portion of the general 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. It does not include any required runoff election.
6. In the event of a recount or election contest, the party for which the recount is requested shall be responsible for all matters and expenses relating to the recount or contest.
7. Any notices to be given in connection with this Agreement must be in writing and may be given by certified or registered mail, or personal delivery and shall be deemed to have been given and received 48 hours after mailing. Such notice shall be given to the parties at their respective addresses designated in the preamble of this Agreement or at such other address as either party may hereafter give notice.

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 Corinth.

Victor Burgess
Mayor, City of Corinth, Texas

Attest:

Kim Pence
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

Approved as to form:

Attorney for the District