



AGENDA

**CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
200 North Fifth Street
Garland, Texas
September 17, 2013**

6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

Regular Item: These items generally require discussion between the Council and staff, boards, commissions, or consultants. These items are often accompanied by a formal presentation followed by discussion.

**[Public comment will not be accepted during Work Session
unless Council determines otherwise.]**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, TEX. GOV'T CODE.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, TEX. GOV'T CODE.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, TEX. GOV'T CODE.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, TEX. GOV'T CODE.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, TEX. GOV'T CODE.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, TEX. GOV'T CODE.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; TEX. GOV'T CODE; Sec. 552.133, TEX. GOV'T CODE]

(6:00) 1. Written Briefings:

a. Election Service Agreements/Contracts with Dallas County Elections and Collin County Elections

Council is requested to consider authorizing the Mayor and City Secretary to enter into Election Services Agreements/Contracts with Dallas County Elections and Collin County Elections to provide election services for the Garland Special Election to be held on November 5, 2013. This item is scheduled for formal consideration at the September 17, 2013 Regular Meeting.

| Item | Key Person |
|------|------------|
|------|------------|

2. Verbal Briefings:

**a. Recommendation for Tax Abatement
Advanced Health and Rehab Center of Garland** **Mayer/Schuster**

In 2010, TL Management acquired the former Silver Leaves Nursing Home located at 505 W. Centerville, which was built in 1969. The company plans to build a new 70,000 sq. ft. facility at 1101 Colonel Drive and relocate all current employees and patients from the Centerville site. The company also plans to hire 30 – 50 additional employees. As part of the Garland Economic Development Partnership's (GEDP) retention and expansion program of encouraging quality development in the City of Garland, the GEDP's Steering Committee recommends that Council provide the following: 1.) general support for the project and 2.) support of a 50% City Tax Abatement on new Real Estate Value for five years totaling \$193,765.

b. Briefing on Response to August 13, 2013 Storms **Rivas**

Council will be briefed on the City's response to the August 13, 2013 storm. Members of the responding departments will be present to share their department's role in the response and subsequent cleanup efforts.

3. Discuss Appointments to Boards and Commissions **Council**

- *Albert Kraft – Housing Standards Board (Athas)*
- *Fran Grove Brown – CENAC (Dodson)*
- *Barbara Chick – Library Board (Dodson)*
- *Gregory Davis – Parks and Recreation Board (Dodson)*
- *Myron Wright – Garland Cultural Arts Commission (Dodson)*
- *Bruce Astin – Board of Adjustment (Dodson)*
- *Richardo Rocha – Community Multicultural Commission (Dodson)*

4. Consider the Consent Agenda **Council**

A member of the City Council may ask that an item on the consent agenda for the next regular meeting be pulled from the consent agenda and considered separate from the other consent agenda items. No substantive discussion of that item will take place at this time.

5. Announce Future Agenda Items **Council**

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

6. Council will move into Executive Session **Council**

**EXECUTIVE SESSION
AGENDA**

1. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee [Sec. 551.074, Tex. Gov't Code].

Consult with attorney(s) regarding pending/contemplated litigation, settlement offer(s) and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct [Sec. 551.071, Tex. Gov't Code].

- Discuss the appointment or removal of associate municipal court judges including process, method, and means.

(6:45) 7. Adjourn

Council

(Estimated time to consider)



Meeting: Work Session

Date: September 17, 2013

Policy Report

TWO (2) ELECTION SERVICE AGREEMENTS/CONTRACTS WITH DALLAS COUNTY ELECTIONS AND COLLIN COUNTY ELECTIONS

ISSUE

Council is requested to consider authorizing the Mayor and City Secretary to enter into Election Services Agreements/Contracts with both Dallas County Elections and Collin County Elections to provide election services for the Garland Special Election to be held on November 5, 2013.

OPTIONS

- (1) Approve by minute action a Joint Election Service Agreement and Contract for Election Services for the November 5, 2013 Special Election between and among the City of Garland, Dallas County, and other participating Dallas County political subdivisions for an amount not to exceed \$60,000.
- (2) Approve by minute action a Contract for Election Services for the November 5, 2013 Special Election between the City of Garland and Collin County Elections in an amount not to exceed \$5,000.

RECOMMENDATION

Staff recommends authorizing the Mayor and City Secretary to execute election services agreements/contracts with both Dallas County Elections and Collin County Elections. This item is scheduled for formal consideration at the September 17, 2013 Regular Meeting.

COUNCIL GOAL

Secure election services with both Dallas and Collin Counties for the November 5, 2013 Special Election to provide consistent delivery of reliable City service and to allow for a fully informed and engaged citizenry.

BACKGROUND

Texas Election Code §42.002 and 42.062 require that political subdivisions holding an election on the November uniform election date must use county election precincts and polling places. Therefore, it is necessary to contract with Collin County Elections in addition to Dallas County Elections to secure election services for all Garland registered voters for the November 5, 2013 Special Election.

CONSIDERATION

It is recommended that Council authorize the Mayor and City Secretary to enter into Election Service Contracts and Agreements with both Dallas and Collin County to provide for election services for the November 5, 2013 Special Election. Dallas County has only provided an estimate available this time. Collin County requires a deposit of \$3,468.93 due by September 27, 2013. Only actual costs will be owed by the City.

ATTACHMENTS

- (1) November 2013 Draft General Joint Election Agreement and Election Services Contract between the Dallas County Elections Administrator for Dallas County, the City of Garland, and other participating Dallas County Political Subdivisions.
- (2) Election Services Contract between City of Garland and Collin County Elections.

Submitted By:

Lisa Palomba
City Secretary

Date: September 10, 2013

Approved By:

William E. Dollar
City Manager

Date: September 10, 2013

NOVEMBER 2013 GENERAL JOINT ELECTION AGREEMENT

AND

ELECTION SERVICES CONTRACT

BETWEEN

THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
FOR DALLAS COUNTY

AND

THE FOLLOWING PARTICIPATING POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS:

CITY OF CARROLLTON (COC)

CITY OF COPPELL (COCp)

CITY OF FARMERS BRANCH (COFB)

CITY OF GARLAND (COG)

CITY OF GLENN HEIGHTS (COGH)

CITY OF LEWISVILLE (COLe)

DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)

IRVING INDEPENDENT SCHOOL DISTRICT (IISD)

FOR THE CONDUCT OF A GENERAL JOINT ELECTION
TO BE HELD TUESDAY, NOVEMBER 5, 2013

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

1. JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS

- 1.1 Dallas County, Texas plans to hold a November General Election on November 5, 2013 in 774 Dallas County voting precincts. The City of Carrollton, Texas (COC) plans to hold a Bond Election on November 5, 2013 in 12 Dallas County voting precincts. The City of Coppel, Texas (COCp) plans to hold a Sales Tax Proposition on November 5, 2013 in 11 Dallas County voting precincts. The City of Duncanville, Texas (CODu), plans to hold a Charter Amendment Election on November 5, 2013 in 13 Dallas County voting precincts. The City of Farmers Branch, Texas (COFB) plans to hold a Charter Amendment Election on November 5, 2013 in 12 Dallas County voting precincts. The City of Garland, Texas (COG) plans to hold a Tax Increase Proposition Election on November 5, 2013 in 51 Dallas County voting precincts. The City of Glenn Heights, Texas (COGH) plans to hold a General Municipal Election for Member of Council Places 2,4,6 and a Mayoral position on November 5, 2013 in 2 Dallas County voting precincts. The City of Lewisville, Texas (COLe) plans to hold a Local Option Election on November 5, 2013 in 2 Dallas County voting precincts.
- 1.2 The Dallas Independent School District (DISD) plans to hold a Special Election to fill a vacancy in District 8, Board of Trustee Member, an unexpired term on November 5, 2013 in 56 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (IISD) plans to hold a Special Election to fill a vacancy on November 5, 2013, in Dallas County voting precincts.

- 1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the November General 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 5, 2013 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 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 Tuesday, October 15, 2013 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 October 7, 2013 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 nine (9) 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 General 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 5, 2013 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 participating 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 of the Texas Election Code and Subchapter C of Chapter 32 of Title 3 of the Texas Election Code. In those polling locations held jointly, appointments are subject to the approval of the participating political subdivisions. 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, see Attachment "F" for locations, dates and times and. 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 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 D)

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 or proposition(s) showing the order and the exact manner in which their candidates or proposition(s) are to appear in both English and Spanish 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 35% of that number, for an original allocation of no less than 50% 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 Sections 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 SupervisorJana Onyon
Central Counting Station

Presiding JudgeTBD
Alternate JudgeTBD

- 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 later than 10:00 A.M. on November 18, 2013. 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 participating 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 5, 2013 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 Joint Election account and an accounting of all payments from the November 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 Friday, October 4, 2013. 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 | Estimated Cost |
|--------|----------------|
| COC | TBD |
| COCp | TBD |
| CODu | TBD |
| COFB | TBD |
| COG | TBD |
| COGH | TBD |
| COLe | TBD |
| DISD | TBD |
| IISD | 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 election records of the November 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 21, 2013 and continuing through Friday, October 25, 2013 between 8:00 A.M. and 5:00 P.M.; Saturday, October 26, 2013 between 7:00 A.M. and 7:00 P.M.; Sunday, October 27, 2013, between 1:00 P.M. and 6:00 P.M.; Monday, October 28, 2013 and continuing through Friday, November 1, 2013 between 7:00 A.M. and 7:00 P.M. Any qualified voter for the November 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:

BETHANY LUTHERAN CHURCH
10101 WALNUT HILL LANE
DALLAS, TEXAS 75238

CEDAR HILL GOVERNMENT CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

COPPELL TOWN CENTER
255 PARKWAY BLVD
COPPELL, TEXAS 75019

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

DALLAS ISD ADMINISTRATION BLDG
3700 ROSS AVE
DALLAS, TEXAS 75204

DALLAS WEST LIBRARY
2332 SINGLETON BLVD
DALLAS, TEXAS 75212

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

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

EASTFIELD COLLEGE PLEASANT GROVE CAMPUS
802 S BUCKNER
DALLAS, TEXAS 75217

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

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

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON, TEXAS 75006

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

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

PAUL LAWRENCE DUNBAR-LANCASTER KEIST LIBRARY
2008 EAST KEIST BLVD
DALLAS, TEXAS 75216

RICHARDSON CIVIC CENTER
411 W ARAPAHO ROAD
RICHARDSON, TEXAS 75080

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

FRETZ PARK LIBRARY
6990 BELT LINE ROAD
DALLAS, TEXAS 75254

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

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

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LEWISVILLE MUNICIPAL ANNEX
1197 W. MAIN STREET
LEWISVILLE, TEXAS 75067

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

RECORDS BUILDING
509 MAIN STREET
DALLAS, TEXAS 75202

ROWLETT CITY HALL ANNEX
4004 MAIN STREET
ROWLETT, TEXAS 75088

VALLEY RANCH LIBRARY
401 CIMARRON TRAIL
IRVING, TEXAS 75063

- 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 Jean Ball 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 General 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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Addresses for notice to the participating political subdivisions:

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

Christel Pettinos, (COCp)
City Secretary
255 Parkway Blvd.
Coppell, Texas 75019
(972) 919-2503

Angie Wade, (CODu)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5017

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

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

Julie Heinze, (COLe)
City Secretary
151 W. Church St.
Lewisville, Texas 75067
(972) 219-3404

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

Ralph Diaz, (IISD)
Special Assistant
to Superintendent
ATTN: Nora Gonzalez
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 600-5005

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 agreement and election services contract 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

24. 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.

Main body of election contract,
excluding attachments,
Approved as to Form*

DALLAS COUNTY
Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

BEN STOOL
ASSISTANT DISTRICT ATTORNEY
CIVIL DIVISION
DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE CITY OF CARROLLTON:

APPROVED:

ATTEST:

LEONARD MARTIN,
CITY MANAGER

ASHLEY MITCHELL,
CITY SECRETARY

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Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

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COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

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ASSISTANT DISTRICT ATTORNEY
CIVIL DIVISION
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ACCEPTED AND AGREED TO BY THE CITY OF COPPELL:

APPROVED:

ATTEST:

CLAY PHILLIPS,
CITY MANAGER

CHRISTEL PETTINOS,
CITY SECRETARY

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District Attorney

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Chief, Civil Division

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DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE CITY OF DUNCANVILLE:

APPROVED:

ATTEST:

GREG CONTRERAS,
INTERIM CITY MANAGER

ANGIE WADE
INTERIM CITY SECRETARY

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Craig Watkins
District Attorney

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Chief, Civil Division

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COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE CITY OF FARMERS BRANCH:

APPROVED AS TO FORM:

APPROVED:

PETE SMITH
CITY ATTORNEY

GARY D. GREER
CITY MANAGER

ATTEST:

ANGELA KELLY
CITY SECRETARY

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Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE CITY OF GARLAND:

APPROVED AS TO FORM:

APPROVED:

LISA PALOMBA,
CITY SECRETARY

RONALD E. JONES,
MAYOR

24. COUNTERPARTS.

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Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

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COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

BEN STOOL
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ACCEPTED AND AGREED TO BY THE CITY OF GLENN HEIGHTS:

APPROVED:

ATTEST:

LEON PEYTON PATE
MAYOR

OTHEL MURPHREE
CITY SECRETARY

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District Attorney

Teresa Guerra Snelson
Chief, Civil Division

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

BEN STOOL
ASSISTANT DISTRICT ATTORNEY
CIVIL DIVISION
DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE LEWISVILLE:

APPROVED:

ATTEST:

CLAUDE KING,
CITY MANAGER

JULIE HEINZE
CITY SECRETARY

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District Attorney

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Chief, Civil Division

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COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

BEN STOOL
ASSISTANT DISTRICT ATTORNEY
CIVIL DIVISION
DALLAS COUNTY, TEXAS

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ACCEPTED AND AGREED TO BY THE DALLAS INDEPENDENT SCHOOL DISTRICT:

APPROVED AS TO FORM:

APPROVED:

JACK ELROD,
GENERAL COUNSEL

LEW BLACKBURN,
SCHOOL BOARD PRESIDENT

ATTEST:

NANCY BINGHAM
SECRETARY-BOARD OF TRUSTEES

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District Attorney

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COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

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CIVIL DIVISION
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ACCEPTED AND AGREED TO BY THE IRVING INDEPENDENT SCHOOL DISTRICT:

APPROVED:

ATTEST:

RONDA HUFFSTETLER,
BOARD PRESIDENT

LARRY STIPES,
BOARD SECRETARY

November 5, 2013
Special Election
Contract for Election Services
City of Garland

November 5, 2013 Special Election

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III.....Cost of Election
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Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Polling Locations
Exhibit C.....Cost of Services

**THE STATE OF TEXAS
COUNTY OF COLLIN
CITY OF GARLAND**

§

**CONTRACT FOR
ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF GARLAND, hereinafter referred to as the "CITY," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's November 5, 2013 Special Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Thursday, October 31, 2013, at 2:00 PM at the Collin County Courthouse, Central Jury Room, 2100 Bloomdale Rd., McKinney, TX.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and tote boxes.

2. Supplies include smart cards, sample ballots, early voting mail ballots, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City's November 5, 2013, Special Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The City shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit “B”, attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

- a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.
- b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.
- d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.
- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 6 months.
 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 6 months after the election.
 2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period.

Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY. The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Friday, September 6, 2013.

C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City shall deliver to the Contracting Officer as soon as possible, but no later than 9:00 AM Wednesday, August 28, 2013, the official wording for the City's November 5, 2013, Special Election.

b. The City shall approve the "blue line" ballot format prior to the final printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

E. The City shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

G. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, September 27, 2013. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

H. The City shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's November 5, 2013, Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the

Contracting Officer in conducting the November 5, 2013, Special Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a November 5, 2013, Special Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

By: _____
Douglas Athas, Mayor
City of Garland

Attest: _____
Lisa Palomba, City Secretary
City of Garland



City Council Item Summary Sheet

Work Session

Date: September 17, 2013

Agenda Item

Recommendation for Tax Abatement – Advanced Health and Rehab Center of Garland

Summary of Request/Problem

TL Management, headquartered in Brooklyn, NY, has been in the nursing home business for over 15 years and currently owns and operates approximately 100 nursing homes nationwide, including 46 facilities in Texas.

In 2010, TL Management acquired the former Silver Leaves Nursing Home located at 505 W. Centerville, which was built in 1969. The company plans to build a new 70,000 sq. ft. facility at 1101 Colonel Dr. and relocate all current employees and patients from the Centerville site. The company also plans to hire 30 – 50 additional employees.

As part of the Garland Economic Development Partnership's (GEDP) retention and expansion program of encouraging quality development in the City of Garland, the GEDP's Steering Committee recommends that Council provide the following:

- General support for the project.
- Support of a 50% City Tax Abatement on new Real Estate Value for 5 years totaling \$193,765.

Recommendation/Action Requested and Justification

Council discussion and direction.

Submitted By:

Approved By:

William E. Dollar
City Manager



GARLAND ECONOMIC DEVELOPMENT STEERING COMMITTEE

Project Recommendation to the Garland City Council

August 29, 2013

Advanced Health and Rehab Center of Garland Project

TL Management, headquartered in Brooklyn, NY, has been in the nursing home business for over 15 years and currently owns and operates approximately 100 nursing homes nationwide, including 46 facilities in Texas. Their primary goal is to ensure that their residents receive the best care they can get and they therefore invest and upgrade the physical plants and hire quality staff who are well trained and sensitive to the physical and emotional needs of their residents.

TL Management acquired the former Silver Leaves in 2010, located at 505 W. Centerville, which was built in 1969. It plans to build a new 70,000 s.f. facility at 1101 Colonel Dr., relocating all current staffs and patients from the Centerville site and hire an additional 30 - 50 staffs.

As part of GEDP's retention and expansion program of encouraging quality development in the City of Garland, the GEDP's EDSC recommends to the Garland City Council the following:

- General support for the project
- Support of a 50% City Tax Abatement on new Real Estate Value for 5 years - total of \$193,765.

Committee Member Attendees: Mayor Douglas Athas, City Council Anita Goebel, City Council Scott LeMay, City Manager Bill Dollar, GISD President Larry Glick, GISD Trustee Linda Griffin, GISD Superintendent Dr. Bob Morrison, Chamber Chair Dr. Jean Conway, Chamber Board Chad Brumit, Chamber CEO Paul Mayer

*** Approved unanimously**

ECONOMIC IMPACT ANALYSIS

Project Advanced Health and Rehab Center

| ECONOMIC IMPACTS | Full-time jobs | Annual Payroll | RE Value | BPP Value | Taxable Inventory Value | Taxable Sales Tax | GP&L (KWH/yr) | Points |
|----------------------------------|------------------|----------------|---------------|------------|-------------------------|-------------------|---------------|------------|
| 1101 Colonel Dr. | 30 | \$ 1,101,398 | \$ 11,000,000 | \$ 750,000 | \$ - | \$ - | 1,114,752 | |
| Total Points: | 3 | 11 | 100 | 0 | 0 | 0 | 22 | 136 |
| City Property Tax Revenue | | | | | | | | |
| Property Tax Revenue | \$ 77,506 | | | | | | | |
| BPP Tax Revenue | \$ 5,285 | | | | | | | |
| Inventory Tax Revenue | \$ - | | | | | | | |
| City Sales Tax | \$ - | | | | | | | |
| Total City Tax Revenues | \$ 82,791 | | | | | | | |

*Minimum of 100 points generally required for tax abatement consideration

| Staff Recommendation: | | | |
|--|--------------|---------------|------------|
| 50% Tax abatement on the new RE value for 5 years | | | |
| | New RE Value | 50% abatement | 5 years |
| \$ | 11,000,000 | \$ 38,753 | \$ 193,765 |

ECONOMIC IMPACT ANALYSIS

| Project Advanced Health and Rehab Center | | | | | | | |
|--|------------------|----------------|--------------|-----------|-------------------|---------------|-----------|
| ECONOMIC IMPACTS | Full-time jobs | Annual Payroll | RE Value | BPP Value | Taxable Sales Tax | GP&L (KWH/yr) | Points |
| 505 W. Centerville | 143 | \$ 5,250,000 | \$ 1,585,130 | \$ - | \$ - | 1,114,752 | |
| Total Points | 14 | 53 | 6 | 0 | 0 | 22 | 95 |
| City Property Tax Revenue | | | | | | | |
| Property Tax Revenue | \$ 11,169 | | | | | | |
| BPP Tax Revenue | \$ - | | | | | | |
| City Sales Tax | \$ - | | | | | | |
| Total City Tax Revenues | \$ 11,169 | | | | | | |
| | | | | | | | |
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City Council Item Summary Sheet

Work Session

Date: September 17, 2013

Agenda Item

Response to August 13, 2013 Storms

Summary of Request/Problem

Council will be briefed on the City's response to the August 13, 2013 storm. Members of the responding departments will be present to share their department's role in the response and subsequent cleanup efforts.

Recommendation/Action Requested and Justification

Council discussion.

Submitted By:

**Mollie Rivas
Office of Emergency Management**

Approved By:

**William E. Dollar
City Manager**