ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS, AMENDING AND RESTATING ORDINANCE NO. 2198-20, PASSED ON JULY 21, 2020, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF DESOTO ABOLISHING THE CURRENT TYPE A SALES AND USE TAX AT THE RATE OF 0.375 PERCENT AND ADOPTING IN ITS PLACE A LOCAL SALES AND USE TAX AT THE RATE OF 0.375 PERCENT TO BE ADMINISTERED BY THE TYPE B CORPORATION TO BE USED FOR THE PROMOTION AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISES AND ALL OTHER PUBLIC PURPOSES PURSUANT TO SECTION 505.251 OF THE TEXAS LOCAL GOVERNMENT CODE; DESIGNATING LOCATIONS OF POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICES; PROVIDING FOR EARLY VOTING; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; AUTHORIZING EXECUTION OF JOINT ELECTION AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 21, 2020, the City Council passed Ordinance 2198-20, ordering a Special Election for November 3, 2020, for the purpose of submitting a proposition to the qualified voters of the City abolishing the current Type A sales and use tax, currently at the rate of 0.375 percent and adopting in place of such abolished tax, a sales and use tax at the rate of 0.375 percent to be administered by the Type B Corporation to be used for the promotion and development of new and expanded business enterprises and all other public purposes pursuant to Section 505.251 of the Texas Local Government Code; and

WHEREAS, the Governor signed a proclamation on July 27, 2020, extending the early voting period for the November 3, 2020 uniform election date for one (1) week, with early voting by personal appearance to begin on October 13, 2020; therefore, the City Council is amending and restating Ordinance No. 2198-20 to reflect that the early voting period shall begin on October 13, 2020;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS, THAT:

SECTION 1. A Special Election is hereby ordered for November 3, 2020, for the purpose of submitting a proposition to the qualified voters of the City abolishing the current Type A sales and use tax, currently at the rate of 0.375 percent and adopting in place of

such abolished tax, a sales and use tax at the rate of 0.375 percent to be administered by the Type B Corporation to be used for the promotion and development of new and expanded business enterprises and all other public purposes pursuant to Section 505.251 of the Texas Local Government Code.

Proposition A

The Proposition ballot language shall read:

"The authorization for the abolition of the sales and use tax within the City of Desoto for the promotion and development of new and expanded business enterprises pursuant to Section 504.251, Texas Local Government Code, as amended, currently at the rate of 0.375 percent; and the adoption, in the place of such abolished tax, of a local sales and use tax in the City of Desoto at the rate of 0.375 percent to be used for the promotion and development of new and expanded business enterprises and all other public purposes pursuant to Section 505.251, Texas Local Government Code; all of which would result in no net increase in the sales and use tax collected by the City of Desoto."

_____ FOR

_____ AGAINST

SECTION 2. The City Secretary is hereby directed to cause notice to be given of said special election by publication in the official newspaper of the City of DeSoto, Texas, not earlier than the 30th day or later than the 10th day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice. Notice shall be posted on the bulletin board used to post notice of City Council meetings no later than the 21st day before election day in accordance with Texas Election Code Section 4.003 and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with the Texas Election Code. Notice shall also be posted to the City's website in accordance with the Government Code.

SECTION 3. Notice of the election on the proposed Charter amendment shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and must include a substantial copy of the proposed Charter amendments and include an estimate of the anticipated fiscal impact to the City if the proposed amendments are approved at the election. Said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the 30th day and no later than the 14th day before the day of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and place of posting.

SECTION 4. The Mayor is hereby authorized to execute the Joint Election

Agreement, attached as Exhibit "A", for the conduct of a Special and General Election to be held Tuesday, November 3, 2020. The Mayor shall have further authority to approve any minor modifications as may be necessary in the best interest of the City.

SECTION 5. Pursuant to the Joint Election Agreement, the Dallas County Elections Interim Administrator shall serve as Election Administrator for the election. Presiding Election Judge and Alternate Presiding Election Judge appointed to serve at said polling places, shall be those election officials furnished by the Elections Administrator from the list of proposed Elections Judges listed in an attachment to the agreement.

SECTION 6. In compliance with Section 271.006 of the Texas Election Code, Toni Pippins-Poole, shall serve as the Early Voting Clerk. Deputy Early Voting Clerks shall be appointed as needed to process early voting mail and to conduct early voting by personal appearance at branch locations.

SECTION 7. An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code, The Early Voting Ballot Board shall be members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Board shall be the election officials listed in the agreement.

SECTION 8. Early voting shall begin Tuesday, October 13, 2020, and continue through Friday, October 16, 2020, between the hours of 7:00 a.m. to 7:00 p.m.; Saturday, October 17, 2020, between the hours of 7:00 a.m. and 7:00 p.m.; Sunday, October 18, 2020, between the hours of 1:00 p.m. to 6:00 p.m.; Monday, October 19, 2020, and continuing through Friday, October 23, 2020, between the hours of 7:00 a.m. to 7:00 p.m.; Saturday, October 24, between the hours of 7:00 a.m. to 7:00 p.m.; Sunday, October 25, 2020, between the hours of 1:00 p.m. to 6:00 p.m.; and Monday, October 26, 2016, and continuing through Friday, October 30, 2020, between the hours of 7:00 a.m. to 7:00 p.m. The polling place locations and hours for both early voting and Election Day for all Dallas County legally qualified voters residing in the City of DeSoto shall be any vote center location as shown on the attached "Exhibit B". The City Secretary may change the places and times of the locations set forth on Exhibit "B" without further City Council action or approval after consulting with the Dallas County Elections Administrator and determining that a change in the places or times is necessary.

SECTION 9. The official canvass of the election returns shall be conducted between the period of November 6, 2020 and November 17, 2020. Upon receipt of final counts from Dallas County Elections Department, the City Secretary shall present the official results to the City Council and the canvass of said election shall take place in accordance with the Texas Election Code.

SECTION 10 All provisions of the Code of Ordinances of the City of DeSoto, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 11. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 12. This ordinance shall take effect immediately from and after its passage and publication of the caption, as the law and Charter in such case provide.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS ON THIS THE 4TH DAY OF AUGUST, 2020.

APPROVED:

Curtistene S. McCowan

Curtistene S. McCowan, Mayor

ATTEST:

Kisha R. Morris-Perkins

Kisha R. Morris-Perkins, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.

Joseph J. Gorfida, Jr., City Attorney

EXHIBIT A

ELECTION SERVICES CONTRACT ("Election Services Contract" or "Contract")
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND

Town Of Addison (TOA)
City Of Balch Springs (COBS)
City Of Carrollton (COC)
City Of Cockrell Hill (COCkH)
City of Coppell
City Of Desoto (CODe)
City Of Duncanville (CODu)
City Of Farmers Branch (COFB)
City Of Garland (COG)
City Of Grand Prairie (COGP)
City of Glenn Heights(COGH)
City Of Hutchins (COH)
City Of Irving (COI)
City Of Lancaster (COL)
City Of Mesquite (COM)
City Of Rowlett (CORw)
City Of Sachse (COSa)

City of Wilmer (COW)
City of Wylie (COWY)
Carrollton-Farmers Branch ISD (CFBISD)
Cedar Hill ISD (CHISD)
Coppell ISD (CpISD)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD (DuISD)
Garland ISD (GISD)
Irving ISD (IISD)
Lancaster ISD (LISD)
Richardson ISD (RISD)
Dallas College (DC)

FOR THE CONDUCT OF A GENERAL (PRESIDENTIAL) and JOINT ELECTION

TO BE HELD TUESDAY, NOVEMBER 3RD, 2020
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

a) Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Toni Pippins-Poole is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County, County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."

b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this General (Presidential) and Joint Election to be held in Dallas County, Texas on **Tuesday, November 3rd, 2020** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other and with Dallas County, Texas and the State of Texas, to the extent that Dallas County, Texas and the State of Texas have candidates on the ballot in this Joint Election.

c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator may enter into a contract to furnish the election services requested within this Election Services Contract.

d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be **Tuesday, December 8, 2020**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a Participating Political Subdivision states in writing **on or before Thursday, November 19,**

2020 that it does not wish to participate in a joint runoff election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost required to be deposited into a special and separate Joint Runoff Election account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.

   a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.

   b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.

   c) **"Attachment C"** is a list of the Election Day Countywide polling places ("Vote Center(s)") for this Joint Election.

   d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.

   e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.

   f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County Vote Centers . "Attachment F" will also contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.

   g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details

   h) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) **LEGAL DOCUMENTS**

a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Toni Pippins-Poole, Elections Administrator at 1520 Round Table Drive, Dallas, Texas 75247; or, emailed to Toni.Pippins-Poole@dallascounty.org. Also, send these documents to: Daniel Bradley at Daniel.Bradley@DallasCounty.org.**

b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.

c) **Always copy on all communications related to legal documents and questions regarding this election.**
Toni.Pippins-Poole@DallasCounty.org
Kisshawn.Lark@dallascounty.org
Esmeralda.l.garci@dallascounty.org

4) **VOTING SYSTEMS**

a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on two (2) different kinds of voting systems, each of which has been approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices ("BMD(s)"), EVS 6.0.2.0, Firmware 2.4.0.0 and the ES&S DS200 Digital Vote Center Scanner ("Tabulators"), EVS 6.0.2.0, Firmware 2.17.0.0. Each of these systems are accessible to voters with physical disabilities ("ADA Terminals"). **On September 15 , 2020, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.

b) The Elections Administrator will provide BMDs, Tabulators, and any other necessary equipment for this Joint Election. Each ExpressVote machine complies with the Americans with Disabilities Act ("ADA"). For Early Voting and on Election Day, the Elections Administrator will allocate voting election voting equipment to all of the Voting Centers and polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day Vote Center will have at least one (1) Tabulator and at least four (4) BMD machines.

c) The itemized list of the estimated election expenses for this Joint Election are in "Attachment A," which includes, but may not be limited to the number of BMDs, Tabulators, and any other necessary equipment.

5) **POLLING PLACES**

a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day Vote Centers listed in "Attachment C" subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places as soon as possible before this joint election.

b) Whenever possible, County-established Vote Centers will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this Joint Election.

c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each countywide voting center of the four nearest

countywide voting center locations by driving distance. The Participating Political Subdivisions shall be responsible for any notices requires under Section 43.062 of the Texas Election Code.

6) **PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL**

a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each Vote Center polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83.

b) **[This provision is intentionally deleted]** .

c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.

e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.

f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, and an Election Equipment training session taught by the Elections Administrator for this Joint Election within the last 6 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election. The Elections Administrator will also provide training regarding safety procedures pertaining to COVID-19. There will be a ten dollar ($10.00) stipend provided for attending the COVID-19 training.

g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.

h) To comply with the Federal Voting Rights Act of 1965, as amended, Vote Centers containing more than 5% Hispanic population, according to the 2010 census statistics, are

required to have interpreter assistance. If a presiding election judge of such a Vote Center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a Vote Center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a Vote Center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.

i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about 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. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each Vote Center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the Vote Center served by the presiding election judge on Election Day.

j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."

k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.

l) The Elections Administrator will employ and or contract for 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 services, 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 specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, and regional sites on election night will receive pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.

7) **SUPPLIES AND PRINTING**

a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, maps for redistricting, and other materials used by the presiding election judges and clerks at the polling places.

b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.

c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) **OPTICAL SCAN CARD BALLOTS**

a) The Elections Administrator will have ballots to cover approximately **150%** of the total number of registered voters in Dallas County. The ballots will be allocated according to the approximate voter turnout for comparable elections in the areas near each Vote Center.

9) **RETURNS OF ELECTIONS**

a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.

b) The Elections Administrator hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoints the following central counting station officials:

Central Count Station Manager:	**Toni Pippins-Poole**, Dallas County Elections Administrator

Tabulation Supervisor:	**(Daniel Bradley)**, Central Count Station Manager
Assistant Tabulation Supervisor:	**(Danielle Grant)**, Central Count Station Lead Clerk
Presiding Judge:	**Paul Heller**, Appointed by Dallas County
Alternate Presiding Judge:	**Wes Bowen,** Appointed by Dallas County

c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as Vote Centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and Vote Center election returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247**.

d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.

e) The Elections Administrator will prepare the unofficial canvass report after all Vote Centers have been counted, and will email 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 **Tuesday, November 17, 2020**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.

f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the

Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.

b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the average cost per Vote Center polling place and the allocation of election day Tabulators (hereinafter "DS200's") in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of Vote Center(s) polling places. A "Vote Center" will be identified by and defined based on the presence and number of DS200's and/or Election Supply Carts ("ESC's"). Any Participating Political Subdivision that requests additional Vote Centers or equipment will be billed directly for any excess expenditures (e.g. 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, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full Unit Cost as specified in "Attachment A."

c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."

d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.

e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department either half or the full balance of money listed in "**Attachment A: Deposit of Funds Detail**" of this Election Services Contract by the first deposit due date of (on or before) **Friday, September 4, 2020**. If the Participating Political Subdivision makes a partial initial deposit on or by **Friday, September 4, 2020**, a full and final deposit must be made to the Dallas County Elections Department by **Friday, October 2, 2020**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.

b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.

c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.

d) If a Participating Political Subdivision withdraws completely from this Joint Election by **Thursday, August 27, 2020** , then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.

e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.

f) <u>Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:</u>

Toni Pippins-Poole
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: TBD

12) RECORDS OF THE ELECTION

a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.

b) 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 **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will 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.

c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election's records to the Dallas County Record Storage facility. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.

d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation, proceeding, or a pending request for public information, related to the election records until such investigation, proceeding, or request for public information is finally concluded.

e) The Participating Political Subdivisions acknowledge and agree that the Elections

Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.

13) EARLY VOTING

a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."

b) **[This provision is intentionally deleted]**

c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows: **Monday, October 19, 2020 through Friday, October 23, 2020, from 8:00 A.M. to 5:00 P.M.; Saturday, October 24, 2020 between 7:00 A.M. and 7:00 P.M.; Sunday, October 25, 2020, between 1:00 P.M. and 6:00 P.M.; and, Monday, October 26, 2020 through Friday, October 30, 2020 between 7:00 A.M. and 7:00 P.M.**

d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.

e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision may appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **Monday, August 17, 2020**. The Participating Political Subdivisions agree to appoint **David Morris** as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **Friday, September 4, 2020**.

f) 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.

g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or

scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by Vote Center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

16) WITHDRAWAL FROM CONTRACT

a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.

b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.

d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **August 27, 2020,** the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.

e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.

b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting

accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.

c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).

d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.

e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.

f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political

Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.

h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on the Dallas County Form, "Elections Services Contract Change Forms". Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:
Attn: Toni Pippins-Poole and Kisshawn Lark
Dallas County Assistant Elections Administrator
Elections Department – Elections Operations Facility
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT 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 ELECTION SERVICES 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 ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or

other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract 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.

[Signatures on following page]

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of August 2020. ("Effective Date")

DALLAS COUNTY:

_____

Clay Jenkins
County Judge

RECOMMENDED AND APPROVED:

_____

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

APPROVED AS TO FORM*

_____

James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S
OFFICE, CIVIL DIVISION

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED

_____

[INSERT NAME AND POSITION]

EXHIBIT B

EARLY VOTING DATES AND TIMES FOR THE GENERAL AND JOINT ELECTION

(Fechas y Horarios de Votación Adelantada para la Elección General y Conjunta)

TO BE HELD ON NOVEMBER 3, 2020

(que se llevará a cabo 3 de noviembre del 2020)

DRAFT — **SUBJECT TO CHANGE 07-28-2020**

October *(octubre)* **13 – 16**	Tuesday-Friday (*martes a viernes*)	7am to 7pm
October *(octubre)* **17**	Saturday (*sábado*)	7am to 7pm
October *(octubre)* **18**	Sunday (*domingo*)	1pm to 6pm
October *(octubre)* **19 – 23**	Monday-Friday (*lunes a viernes*)	7am to 7pm
October *(octubre)* **24**	Saturday (*sábado*)	7am to 7pm
October *(octubre)* **25**	Sunday (*domingo*)	1pm to 6pm
October *(octubre)* **26-30**	Monday – Friday (*lunes y viernes*)	7am to 7pm

	Location *(ubicación)*	Address *(dirección)*	City *(ciudad)*	Zip *(código postal)*
01	ADDISON **Location TBD**	**TBD**	ADDISON	
02	ALAN E SIMS CEDAR HILL RECREATION CENTER – **TEXAS ROOM**	310 E PARKERVILLE ROAD	CEDAR HILL	75104
03	AUDELIA ROAD BRANCH LIBRARY- **AUDITORIUM**	10045 AUDELIA RD	DALLAS	75238
03	BALCH SPRINGS CIVIC CENTER – **MEETING ROOM**	12400 ELAM ROAD	BALCH SPRINGS	75180
04	BEAR CREEK COMMUNITY CHURCH - **BREEZEWAY**	2700 FINLEY RD	IRVING	75062
06	BETTY WARMACK LIBRARY – **EMPOWER ROOM**	760 BARDIN ROAD	GRAND PRAIRIE	75052
07	BROOKHAVEN COLLEGE -"W" BUILDING – **ROOM W105**	3939 VALLEY VIEW LN	FARMERS BRANCH	75244
08	CARROLLTON FARMERS BRANCH ISD **SERVICE BUILDING "C"**	1820 PEARL ST	CARROLLTON	75006
09	CEDAR HILL GOVERNMENT CENTER - **MAIN LOBBY**	285 UPTOWN BLVD	CEDAR HILL	75104
10	CEDAR VALLEY COLLEGE - **"M" BUILDING – M105**	3030 NORTH DALLAS AVE	LANCASTER	75134
11	COPPELL ARTS CENTER- **RECEPTION HALL**	505 TRAVIS ST	COPPELL	75019
12	COPPELL TOWN CENTER – **MAIN LOBBY**	255 E PARKWAY BLVD	COPPELL	75019
13	CROSSWINDS HIGH SCHOOL – **ROOM 104**	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
14	DISCIPLE CENTRAL COMMUNITY CHURCH - **YOUTH ROOM**	901 N POLK ST	DESOTO	75115
15	DUNCANVILLE LIBRARY – **ROOMS 1, 2 & 3**	201 JAMES COLLINS BLVD	DUNCANVILLE	75116
16	EASTFIELD COLLEGE MAIN CAMPUS "C" BLDG - **TBD**	3737 MOTLEY DR	MESQUITE	75150
17	EASTFIELD COLLEGE PLEASANT GROVE CAMPUS – **COMMUNITY ROOM 108/109**	802 S BUCKNER BLVD	DALLAS	75217

EARLY VOTING DATES AND TIMES FOR THE GENERAL AND JOINT ELECTION
(Fechas y Horarios de Votación Adelantada para la Elección General y Conjunta)
TO BE HELD ON NOVEMBER 3, 2020
(que se llevará a cabo 3 de noviembre del 2020)

DRAFT — **SUBJECT TO CHANGE 07-28-2020**

18	EL CENTRO COLLEGE - MAIN CAMPUS **STUDENT CENTER**	801 MAIN ST	DALLAS	75202
19	EL CENTRO COLLEGE - WEST CAMPUS – **ROOMS 141-142**	3330 NORTH HAMPTON RD	DALLAS	75212
20	FARMERS BRANCH MANSKE LIBRARY – **MEETING ROOM**	13613 WEBB CHAPEL RD	FARMERS BRANCH	75234
21	FLORENCE RECREATION CENTER - **VOTING ROOM TBD**	2501 WHITSON WAY	MESQUITE	75150
22	FRETZ PARK LIBRARY - **BLACK BOX THEATER**	6990 BELT LINE RD	DALLAS	75254
23	FRIENDSHIP WEST BAPTIST CHURCH – **BANQUET HALL FOYER**	2020 W WHEATLAND RD	DALLAS	75232
24	**GEORGE L ALLEN SR COURTS BLDG – **MAIN LOBBY - Main Location****	600 COMMERCE ST	DALLAS	75202
25	GLENN HEIGHTS CITY HALL – COUNCIL CHAMBERS	1938 S HAMPTON ROAD	GLENN HEIGHTS	75154
26	GRAUWYLER PARK REC CENTER - **RM A**	7780 HARRY HINES BLVD	DALLAS	75235
27	**HARRY STONE RECREATION CENTER – **SMALL ROOM**	2403 MILLMAR DR	DALLAS	75228
28	HIGHLAND HILLS LIBRARY- **AUDITORIUM**	6200 BONNIE VIEW RD	DALLAS	75241
29	HUTCHINS CITY HALL – **COUNCIL CHAMBERS**	321 N MAIN ST	HUTCHINS	75141
30	IRVING ARTS CENTER – **SUITE 200**	3333 N MACARTHUR BLVD	IRVING	75062
31	IRVING CITY HALL – **MAIN LOBBY**	825 W IRVING BLVD	IRVING	75060
32	JOSEY RANCH LIBRARY – **THE MEETING ROOM**	1700 KELLER SPRINGS RD	CARROLLTON	75006
33	LAKESIDE ACTIVITY CENTER – **LARGE ROOM**	101 HOLLEY PARK DR	MESQUITE	75149
34	LANCASTER VETERANS MEMORIAL LIBRARY – **THE MEETING ROOM**	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
35	LOCHWOOD LIBRARY – **BLACK BOX ROOM**	11221 LOCHWOOD BLVD	DALLAS	75218
36	MARSH LANE BAPTIST CHURCH – **FELLOWSHIP HALL**	10716 MARSH LN	DALLAS	75229
37	MARTIN LUTHER KING CORE BLDG – **MAIN LOBBY**	2922 MARTIN L KING BLVD	DALLAS	75215
38	MARTIN WEISS RECREATION CENTER – **LARGE ROOM**	1111 MARTINDELL AVE	DALLAS	75211
39	MOUNTAIN VIEW COLLEGE -"E" BUILDING - **MAIN LOBBY**	4849 W ILLINOIS AVE	DALLAS	75211

EARLY VOTING DATES AND TIMES FOR THE GENERAL AND JOINT ELECTION
(Fechas y Horarios de Votación Adelantada para la Elección General y Conjunta)
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— SUBJECT TO CHANGE 07-28-2020

40	NORTH LAKE COLLEGE - "L" BUILDING **(COMMUNITY LIBRARY)**	5001 N MACARTHUR BLVD	IRVING	75038
41	OAK CLIFF SUB-COURTHOUSE – **THE MAIN LOBBY**	410 S BECKLEY AVE	DALLAS	75203
42	OUR REDEEMER LUTHERAN CHURCH – **THE PARLOR ROOM**	7611 PARK LN	DALLAS	75225
43	OUR REDEEMER LUTHERAN CHURCH – GRAND PRAIRIE – **FELLOWSHIP HALL**	4729 S CARRIER PKWY	GRAND PRAIRIE	75052
44	PARK IN THE WOODS RECREATION CENTER – **VOTING ROOM TBD**	6801 MOUNTAIN CREEK PKWY	DALLAS	75249
45	PAUL L DUNBAR LANCASTER-KIEST LIBRARY **CLASS ROOM A & B**	2008 E KIEST BLVD	DALLAS	75216
46	RICHARDSON CIVIC CENTER - **WEST ALCOVE**	411 W ARAPAHO RD	RICHARDSON	75080
47	RICHLAND COLLEGE - GARLAND CAMPUS – **MAIN LOBBY**	675 W WALNUT ST	GARLAND	75040
48	RICHLAND COLLEGE – MAIN CAMPUS **GUADALUPE "G" BUILDING – FOYER AREA**	12800 ABRAMS RD	DALLAS	75243
49	ROWLETT CITY HALL ANNEX – **CONFERENCE ROOM**	4004 MAIN ST	ROWLETT	75088
50	**ROWLET – ADDITONAL LOCATION TBD**	TBD	TBD	TBD
51	SACHSE SENIOR CENTER – **MULTI-PURPOSE ROOM**	3815 SACHSE RD., BLDG A	SACHSE	75048
52	SAMUELL GRAND RECREATION CTR – **GENERAL PURPOSE ROOM**	6200 E GRAND AVE	DALLAS	75223
53	SKYLINE BRANCH LIBRARY – **AUDITORIUM**	6006 EVERGLADE RD	DALLAS	75227
54	SOUTH GARLAND BRANCH LIBRARY – **THE PROGRAM ROOM**	4845 BROADWAY BLVD	GARLAND	75043
55	UNIVERSITY PARK UNITED METHODIST CHURCH – **CALDWELL ROOM 120**	4024 CARUTH BLVD	DALLAS	75225
56	VALLEY RANCH LIBRARY – **PROGRAM RM**	401 CIMARRON TRAIL	IRVING	75063
57	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

**** Main Location/Ubicación principal -**

Subject to change 07-28-2020