



**TOWN OF SUNNYVALE
SUNNYVALE TOWN COUNCIL
SPECIAL MEETING
MONDAY, MARCH 5, 2012
6:00 P.M.**

CALL MEETING TO ORDER

Mayor calls the Meeting to order, state the date and time. State Councilmember's present and declare a quorum present.

DISCUSSION/ACTION ITEMS

1. **DISCUSS AND CONSIDER RESOLUTION 12-10:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A JOINT ELECTION CONTRACT FOR ELECTION SERVICES WITH DALLAS COUNTY ELECTIONS DEPARTMENT.

Spanish Translation

Considere la posibilidad de aprobación de la Resolucion 12-10 del Ayuntamiento de la ciudad de Sunnyvale, Texas, se autoriza al Administrador de la Ciudad para la ejecucion de un contrato mixto Eleccion de Servicios del Departamento de Elecciones del Condado de Dallas.

2. **DISCUSS AND CONSIDER RESOLUTION 12-11:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AMENDMENT TO THE TOWN'S AGREEMENT WITH REPUBLIC SERVICES OF TEXAS, LTD. D/B/A REPUBLIC SERVICES OF DALLAS TO ADD THE COLLECTION OF RECYCLABLE AND RECOVERED MATERIALS TO RESIDENTIAL UNITS TO THE SERVICES PROVIDED BY CONTRACTOR AND ESTABLISH RATES.
3. **DISCUSS AND CONSIDER ORDINANCE 12-03:** AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDICES ARTICLE 8.000, UTILITY RELATED FEES, TO AMEND SECTION 8.1900, GARBAGE COLLECTION FEE, TO INCREASE GARBAGE COLLECTION FEE AND PROVIDING AN EFFECTIVE DATE.
4. **DISCUSS AND CONSIDER CANCELLING THE REGULAR TOWN COUNCIL MEETING SCHEDULED FOR MARCH 12, 2012.**

EXECUTIVE SESSION

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

SECTIONS 551.071 – PENDING LITIGATION CONSULTATION WITH ATTORNEY

1. ICP VS. TOWN OF SUNNYVALE

END OF EXECUTIVE SESSION

4. CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:

SECTIONS 551.071 – PENDING LITIGATION CONSULTATION WITH ATTORNEY

1. ICP VS. TOWN OF SUNNYVALE

ADJOURN.

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.086 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

THE FOREGOING NOTICE WAS POSTED IN THE FOLLOWING LOCATIONS:

SUNNYVALE ISD 417 E. TRIPP ROAD
SUNNYVALE LIBRARY AT 402 TOWER PLACE

I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON MARCH 2, 2012, IN THE FOLLOWING LOCATIONS AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:

TOWN HALL AT 127 N. COLLINS ROAD

LESLIE MALONE, TOWN SECRETARY



Town of Sunnyvale Council Agenda Item

Meeting Date: 03/05/2012

Item #: 1

Department: Town Sec.

Subject:

DISCUSS AND CONSIDER RESOLUTION 12 - 10: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A JOINT ELECTION CONTRACT FOR ELECTION SERVICES WITH DALLAS COUNTY ELECTIONS DEPARTMENT.

Background:

Upon approval of Resolution 12-10 the Town Manager will execute a contract with the Dallas County Elections Department to hold an election for Town of Sunnyvale. The contract specifies the County and City's responsibilities.

As you can see, the County is conducting most all of the entities General Elections in Dallas County. The County has trained Staff for the electronic voting systems.

Early voting and Election Day voting will be held at Town Hall, 127 N. Collins Road.

Fiscal Impact:

Toni Pippins-Poole, County Elections Administrator has estimated a cost of \$8,371.50 for the Town's portion to hold the election.

Attachments:

Resolution 12-10
Joint Election Contract and Election Services Agreement

**TOWN OF SUNNYVALE, TEXAS
RESOLUTION 12-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A JOINT ELECTION CONTRACT FOR ELECTION SERVICES WITH DALLAS COUNTY ELECTIONS DEPARTMENT.

WHEREAS, the Town Council of the Town of Sunnyvale, Texas has called the annual general election be held May 12, 2012, for the purpose of electing three (3) Councilmembers; and

WHEREAS, the Texas Election Code, Section 271 permits governing bodies of political subdivisions, including the Town of Sunnyvale, to enter into joint election contract and;

WHEREAS, the Sunnyvale Town Council finds that a joint election with other governmental entities which hold elections on the same date as the Town will encourage greater voter participation by maintaining consistency and accessibility in voting practices, polling places and election procedures for voters who reside in the Town of Sunnyvale; and

WHEREAS, the terms and conditions of the contract with Dallas County provide the terms and conditions for any joint elections conducted and supervised by the Dallas County Elections Officer in substantially the form and substance as attached hereto.

THEREFORE BE IT RESOLVED, that the Town of Sunnyvale enter into a joint election contract with Dallas County to provide election services for their respective elections on the same date as Town of Sunnyvale election.

PASSED AND APPROVED this 5th day of March, 2012.

**JIM PHAUP
MAYOR**

ATTEST:

**LESLIE MALONE
CITY SECRETARY**



DALLAS COUNTY ELECTIONS DEPARTMENT

ADDENDUM TO CONTRACT

Reference is made to the May 12, 2012 Joint Elections Contract by and between the DCED and Joint Participants:

BE IT KNOWN, that for good consideration the DCED made the following additions or changes as part of said contract as if contained therein:

Page 5 - Section 4.3 Added the estimated equipment to be used for Early Voting and Election Day

Page 13 - Section 15.1 Added the Joint Runoff Date

All other terms and provisions of said contract shall remain in full force and effect.

Corrected By:

Handwritten signature of Debra Parker in cursive script, written over a horizontal line.

Debra Parker – Elections Auditor

Approved By:

Handwritten signature of Toni Pippins-Poole in cursive script, written over a horizontal line.

Toni Pippins-Poole

Elections Administrator

JOINT ELECTION CONTRACT

AND

ELECTION SERVICES AGREEMENT

BETWEEN

THE DALLAS COUNTY ELECTIONS ADMINISTRATOR

AND

TOWN OF ADDISON (TOA)
CITY OF BALCH SPRINGS (COBS)
CITY OF CARROLLTON (COC)
CITY OF CEDAR HILL (COCdH)
CITY OF COCKRELL HILL (COckH)
CITY OF COPPELL (COCp)
CITY OF DESOTO (CODE)
CITY OF DUNCANVILLE (CODu)
CITY OF FARMERS BRANCH (COFB)
CITY OF GARLAND (COG)
CITY OF GLENN HEIGHTS (COGH)
CITY OF GRAND PRAIRIE (COGP)
CITY OF HUTCHINS (COH)
CITY OF IRVING (COI)
CITY OF LANCASTER (COL)
CITY OF MESQUITE (COM)
CITY OF SACHSE (COSa)
CITY OF SEAGOVILLE (COSe)
CITY OF UNIVERSITY PARK (COUP)
CITY OF WILMER (COW)
TOWN OF HIGHLAND PARK (TOHP)
TOWN OF SUNNYVALE (TOS)
DALLAS COUNTY PARK CITIES MUNICIPAL UTILITY DISTRICT (DCPCMUD)
DALLAS COUNTY WCID #6 (DCWCID#6)
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (DCCCD)
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)
HIGHLAND PARK ISD (HPISD)
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SUISD)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 12, 2012

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

1. **JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS**

1.1 The Town of Addison (**TOA**) plans to hold a General Municipal Election May 12, 2012 for 3 City Council Members at-large in TBD Dallas County voting precincts. The City of Balch Springs (**COBS**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 2, District 4 and 6 in TBD Dallas County voting precincts. The City of Carrollton (**COC**) plans to hold a General Municipal Election for City Councilmember Places 1, 3, 5 and 7 in TBD Dallas County voting precincts and TBD Denton County voting precincts. The City of Cedar Hill (**COCdH**) plans to hold a General Municipal Election for City Councilmember Places 1 and 4 on May 12, 2012 in TBD Dallas County voting precincts and TBD Ellis County voting precinct. The City of Cockrell Hill (**COCKH**) plans to hold a General Municipal Election on May 12, 2012 for Alderman Places 1, 2 and a Mayoral Position in TBD Dallas County voting precinct. The City of Coppell (**COCp**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 2, 4, 6 a Special Election for Place 3 and 7 and a Mayoral position in TBD Dallas County voting precincts and TBD Denton County voting precinct. The City of DeSoto (**CODe**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 6 and 7 and a Special Charter Amendment for 4 propositions in TBD Dallas County voting precincts. The City of Duncanville (**CODu**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Districts 2, 4 and a Mayoral Position in TBD Dallas County voting precincts. The City of Farmers Branch (**COFB**) plans to a General Municipal Election on May 12, 2012 for City Councilmember Place 3 and 5 in TBD Dallas County voting precincts. The City of Garland (**COG**) plans to hold a General Municipal Election for City Councilmember Districts Place 1, 2, 4 and 5 in TBD Dallas County voting precincts and TBD Collin County voting precincts. The City of Glenn Heights (**COGH**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Place 1, 3 and 5 in TBD Dallas County Precinct and TBD Ellis County Precinct. The City of Grand Prairie (**COGP**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Districts 5, 6 and Place 8 at-large and 1 proposition in TBD Dallas County voting precincts and TBD Ellis County voting precinct. The City of Hutchins (**COH**) plans to hold a General Municipal Election on May 12, 2012 for two (2) City Councilmembers and a Mayoral position in TBD Dallas County voting precincts. The City of Irving (**COI**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember District 4 and 6 – single member districts, Place 8 – at large in TBD Dallas County voting precincts. The City of Lancaster (**COL**) plans to hold a General Municipal Election on May 12, 2012 for a Mayoral Position and a Councilmember District 5 unexpired term in TBD Dallas County voting precincts. The City of Mesquite (**COM**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 3, 4 and 5 in TBD Dallas County voting precincts and (TBD) Kaufman County voting precincts. The City of Sachse (**COSa**) plans to hold a General Election on May 12, 2012 for City Councilmember Places 1 and 2 in TBD Dallas County voting precincts and (TBD) Collin County voting precincts. The City of Seagoville (**COSe**) plans to hold a General Municipal Election on May 12, 2012 for City Councilmember Places 1, 3 and 5 in TBD Dallas County voting precincts and TBD Kaufman County voting precinct. The City of University Park (**COUP**) plans to hold a General Municipal Election on May 12, 2012 for four (4) Councilmember seats at large and a Mayoral position in TBD Dallas County voting precincts. The City of Wilmer (**COW**) plans to hold a General Municipal Election on May 12, 2012 for two (2) City Councilmembers at-large and a Mayoral position in TBD Dallas County voting precinct. The Town of Highland Park (**TOHP**) plans to hold a General Municipal election on May 12, 2012 for five (5) Town Council Member seats at large and a Mayoral position in TBD Dallas County voting precincts. The Town of Sunnyvale (**TOS**) plans to hold a General Election on May 12, 2012 for three (3) Councilmember seats in TBD Dallas County voting precinct. The Dallas County Park Cities Municipal Utility District (**DCPCMUD**) plans to hold an election on May 12, 2012 for three (3) Directors positions Place 2 District 4 and 6 in TBD Dallas County voting precincts. The Dallas County Water Control and Improvement District #6 (**DCWCID#6**) plans to hold an election on May 12, 2012 for three (3) Board Members positions 1, 3 and 5 in TBD Dallas County voting precincts. The Dallas County Community College District (**DCCCD**) plans to hold a Board of Education Trustees election on May 12, 2012 for District 1, 5 unexpired term and 7 in TBD Dallas County voting precincts located wholly or

partially within the District.

1.2 The Carrollton Farmers Branch Independent School District (**CFBISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3 and 4 in TBD Dallas County voting precincts and TBD Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (**CHISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (**CpISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (**DISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 1, 3, and 9 in TBD Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (**DeISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (**DuISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (**GISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (**GpISD**) plans to hold a Special Bond Election and a Board of Education Trustee Election for Places 5, 6 and 7 on May 12, 2012 in TBD Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (**HPISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Districts 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (**IISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3 and 4 in TBD Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (**LISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Districts 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (**MISD**) plans to hold a Board of Trustee Election on May 12, 2012 for Places 6 and 7 in TBD Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (**RISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 1 and 2 in TBD Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (**SuISD**) plans to hold a Board of Education Trustee Election on May 12, 2012 for Places 3, 4 and 5 in TBD Dallas County voting precinct located wholly or partially within the District.

1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the 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 May 12, 2012 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2.3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

3. **LEGAL DOCUMENTS**

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 Each participating entity will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to DCED by each participating political subdivision. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating political subdivision. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision. Each participating political subdivision will provide a copy of their respective election notices and justice submission to DCED.

4. **DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN**

4.1 Each participating political subdivision agrees that voting at the 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, April 24, 2012 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 Thursday, April 12, 2012 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and place of the testing. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

4.2 DCED agrees to provide direct record tabulators, precinct tabulators, and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given

precinct unit, one (1) Americans with Disabilities Act (ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two (2) Master PEB's per early voting location.

- 4.3 It is estimated that 1,280 Gemini's, 316 precinct tabulators, 260 iVotronics, 356 ADA Terminals, and Master PEB's will be needed to conduct the May 12, 2012 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 Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATION

- 5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating political subdivision affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".
- 5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

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

- 6.1 DCED will be responsible for the appointment of the presiding judge and alternate judge for each polling location subject to the approval of each participating political subdivision. 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 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 Joint Election.

DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision. Any entity electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into the joint election account.

6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 5, 2012 from 10am – 12pm, and Thursday, May 10, 2012, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for Thursday, May 3, 2012 from 10am – 4pm, Saturday, May 5, 2012 from 9am – 4pm, Tuesday, May 8, 2012 6pm – 9pm, Friday, May 11, 2012 from 10am – 2pm at 2377 N. Stemmons Frwy. 8th Floor, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities may request that judges appointed for the Joint Election should attend one of the scheduled training sessions.

The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.

6.6 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment assistance during the period of early voting and on election day, and for the efficient

tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A".

Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)

7. SUPPLIES AND PRINTING

- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- 7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The form furnished to you by DCED Central Counting Station electronically, shall be delivered to DCED in a **Microsoft Word format** electronically as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

- 8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent 35% of that number, for an original allocation of no less than 25% of the registered voters.
- 8.2 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

- 9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- 9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Toni Pippins-Poole
Dallas County
Elections Administrator

Tabulating Supervisor - Jana Onyon
Central Counting Station

Presiding Judge - David Hay
Dallas County Community College District

- 9.3 The manager or her representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site must provide their web-site address to the Central Counting Station Manager.
- 9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating political subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00 A.M. Friday, May 18, 2012. All participating authorities will be responsible for the official canvass of their respective elections.
- 9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify DCED if such a waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- 10.1 The participating authorities agree to share the costs of administering the May 12, 2012 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 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, no later than Tuesday, February 28, 2012 a sum equal to 50% of the total estimated cost of the election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by March 23, 2012; however any participating entity may pay the total sum on or before February 28, 2012. Entities being billed for a minimum full unit cost are required to deposit the total sum due no later than Friday, March 23, 2012. 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 \$7,610.46 (per polling place) :

Entity	March 23, 2012
TOA	8,371.50
COBS	12,557.25
COC	26,509.75
COCdH	8,371.50
COCKH	8,371.50
COCP	8,371.50
CODe	8,371.50
CODu	8,371.50
COFB	8,371.50
COG	5,995.76
COGH	8,371.50
COGP	44,927.06
COH	8,371.50
COI	34,183.63
COL	8,371.50
COM	28,602.63
COSa	8,371.50
COSe	8,371.50
COUP	8,371.50
COW	8,371.50
TOHP	8,371.50
TOS	8,371.50
DCPMUD	8,371.50
DCWCID#6	12,557.25
DCCCD	803,943.17
CFBISD	48,833.76
CHISD	12,836.30
CPISD	10,464.38
DISD	583,214.58
DeISD	12,557.25
DuISD	20,510.18
GISD	138,129.77
GPISD	45,345.63

HPISD	8,371.50
IISD	41,857.51
LISD	8,371.50
MISD	52,321.88
RISD	212,775.66
SISD	8,371.50

Total deposit \$2,369,553.42

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

- 12.1 Toni Pippins-Poole, County Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the 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 Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 6 month preservation period. Dallas County Record Storage will be responsible for the destruction of the 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, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", 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 deputy early voting judge/clerk.

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, April 30, 2012 and continuing through Friday, May 4, 2012 between 8:00 A.M. and 5:00 P.M.; Saturday, May 5, 2012 between 8:00 A.M. and 5:00 P.M.; Sunday, May 6, 2012, between 1:00 P.M. and 6:00 P.M.; Monday, May 7, 2012 and continuing through Tuesday, May 8, 2012 between 7:00 A.M. and 7:00 P.M. Any qualified voter for the 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:

ADDISON FIRE STATION #1
4798 AIRPORT PARKWAY
ADDISON, TEXAS 75001

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

CARROLLTON / FARMERS BRANCH ISD
1445 N. PERRY ROAD
CARROLLTON, TEXAS 75006

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

COCKRELL HILL CITY HALL
4125 WEST CLAREDON
COCKRELL HILL, TEXAS 75211

COPPELL TOWN CENTER
255 WEST PARKWAY BLVD
COPPELL, TEXAS 75019

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

DALLAS COUNTY WCID #6
13503 ALEXANDER ROAD
MESQUITE, TEXAS 75181

DALLAS ISD ADMIN BUILDING
3700 ROSS AVENUE
DALLAS, TX 75204

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

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

FARMERS BRANCH CITY HALL
13000 WILLIAM DIDSON PKWY
FARMERS BRANCH, TEXAS 75234

FRETZ PARK LIBRARY
6990 BELT LINE ROAD
DALLAS, TEXAS 75254

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

HEBRON & JOSEY LIBRARY
4220 N JOSEY LANE
CARROLLTON, TEXAS 75010

IRVING ARTS CENTER
3333 N. MCARTHUR
IRVING, TEXAS 75062

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON, TEXAS 75006

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LOCHWOOD LIBRARY
11221 LOCHWOOD BLVD
DALLAS, TEXAS 75218

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

SACHSE CITY HALL
3815-B SACHSE ROAD
SACHSE, TEXAS 75048

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

VALLEY RANCH LIBRARY
401 CIMARRON TRAIL
IRVING, TEXAS 75063

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

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

GLENN HEIGHTS CITY HALL
1938 SOUTH HAMPTON ROAD
GLENN HEIGHTS, TEXAS 75154

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

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

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

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

MARSH LANE BAPTIST CHURCH
10716 MARSH LANE
DALLAS, TEXAS 75229

RICHARDSON CIVIC CENTER
411 W ARAPAHO ROAD
RICHARDSON, TEXAS 75080

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

SUNNYVALE TOWN CENTER
127 NORTH COLLINS ROAD
SUNNYVALE, TEXAS 75182

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

EARLY VOTING TEMPORARY BRANCH VOTING PLACES:

UNIVERSITY PARK CITY HALL 3800 UNIVERSITY BLVD UNIVERSITY PARK, TEXAS 75205	HIGHLAND PARK ISD ADMIN BLDG 7015 WESTCHESTER DRIVE DALLAS, TEXAS 75205	HIGHLAND PARK ISD ANNEX ROOM 6915 WESTCHESTER DRIVE DALLAS, TEXAS 75205
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April 30 – (Monday – Friday) May 4, 2012	8:00 AM – 4:30 PM
May 7 – (Monday – Tuesday) May 8, 2012	7:00 AM – 7:00 PM

- 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 March 23, 2012. The participating political subdivisions agree to appoint SeGwen Tyler as presiding judge of the early voting ballot board.
- 13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

14. ELECTION REPORTS

- 14.1 DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

- 15.1 In the event a runoff is necessary, the date would be June 23, 2012 and the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 14, 2012 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. CONTRACT WITHDRAWAL

- 16.1 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 Joint Election contract. Any expenditure incurred prior to withdrawal, which includes the additional rented voting equipment acquired that was discussed in the SB100 meeting on July 19, 2011 and the Joint Participants meeting on August 23, 2011, 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.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Address for notice to DCED:

Toni Pippins-Poole
Dallas County Elections Administrator
Elections Department – Eighth Floor
Health and Human Service Building – 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214)819-6300

Addresses for notice to the participating political subdivisions:

Chris Terry, (TOA)
Town Secretary
5300 Beltline Road
Addison, Texas 75240
(972) 450-7017

Cindy Gross, (COBS)
City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972)557-6066

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

Lyn Hill, (COCdH)
City Secretary
285 Uptown Blvd. Bldg. 100 4th Fl
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Brett Haney, (COCKH)
Chief Operating Officer
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Christel Pettinos, (COCp)
City Secretary
255 Parkway Blvd
Coppell, Texas 75019
(972) 304-3670

Laura Hallmark, (CODE)
City Secretary
211 E. Pleasant Run Rd, Ste A
DeSoto, Texas 75115
(972) 230-9664

Lisa Palomba, (CODU)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5017

Shanna Sims-Bradish, (COFB)
City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234
(972) 919-2503

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

Othel Murphree, (COGH)
City Secretary
1938 S. Hampton Road
Glenn Heights, Texas 75154
(972) 223-1690

Cathy DiMaggio (COGP)
City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

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

Dolle Downe, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75134
(972) 218-1311

Sonja Land, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Alice Holloway, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

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

Mark Hyatt, (CFBISD)
Asst. Supt. for Admin & Support Svc.
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-6104

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

Jennifer Wilson, (DUISD)
Chief Financial Officer
802 S. Main
Duncanville, Texas 75137
(972) 708-2029

Tim Turner, (HPISD)
Assistant Superintendent
For Business Services
7015 Westchester Drive
Dallas, Texas 75205
(214) 780-3016

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

Terry Smith, (COsa)
City Secretary
3815 Sachse Rd., Building B
Sachse, Texas 75048
(972) 495-1212 ext. 23

Elizabeth Spector, (COUP)
City Secretary
3800 University Blvd.
University Park, TX 75205
(214) 987-5302

Larry McDaniel, (DCPCMUD)
General Manager
1811 Regal Row
Dallas, Texas 75235
(214) 652-8639

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

David Hay, (DCCCD)
Legal Assistant / Elections Admin.
1601 S. Lamar
Dallas, Texas 75215
(214) 378-1701

Dr. Rene Barajas, (GISD)
Assistant Superintendent
for Business Operations
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Nora Gonzalez, (IISD)
Secretary to Special Asst.
to Superintendent
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 600-5005

Judy Whinton, (RISD)
Exec Asst. to Assistant
Superintendent of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

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

Gayle Kirby, (TOHP)
Town Secretary
4700 Drexel Drive
Highland Park, Texas 75205
(214) 559-9457

Don Hamon, (DCWCID #6)
General Manager
13503 Alexander Rd.
Balch Springs, Texas 75180
(972) 286-1666

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Dr. Craig Benedict, (DeISD)
Director, Technology & Operations
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-3873

Mike Wallace, (GPISD)
Director of Purchasing
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Fran Allen, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

Doug Williams, (SuISD)
Superintendent of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

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Attachment A

Poll Location Info
 May 2012 Joint Election

Note: Subject to change based up redistricting. Splits based upon
 2011 Joint Participants Meeting numbers.

Location Splits	Total
Split by 1	123.00
Split by 2	148.00
Split by 3	189.00
Split by 4	60.00
Split by 5	5.00
Split by 6	0.00
Split by 7	0.00
Total Splits	525.00
Total Units	283.05
Cost per Poll	\$7,610.46
Total Cost	\$2,154,139.47
% of Units	100%

	Total
Election Total	\$2,154,139.47
Election Services Fee	\$215,413.95
Exceptional Cost	\$0.00
Total Cost	\$2,369,553.42
Amount of Deposit (deposits as of)	\$0.00
Total Cost	\$2,369,553.42
(Overpaid)/Underpaid	(\$2,369,553.42)

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	Actual
POSTAGE					
2013	Legal Notice	Newspaper listing of Polling Locations		\$25,000.00	\$25,000.00
2170	EV Ballots Mailed	7,500	\$2.82	\$21,150.00	\$21,150.00
2170	Bad/Late Letters	Rejected/Incomplete mail	\$0.97	\$291.00	\$291.00
2180	Polling location Change	Early Voting Location Change		\$2,500.00	\$2,500.00
5590	Election Related Correspondence	Spanish Translation		\$300.00	\$300.00
EQUIPMENT RENTAL					
7030	Furniture Rental	various EV locations		\$3,800.00	\$3,800.00
7040	Voting Booths (5p/loc.)	40 (Provisional Usage)	\$35.00	\$1,400.00	\$1,400.00
7040	Touch Screen/IVotronics	260	\$250.00	\$65,000.00	\$65,000.00
7040	ADA Voter Terminals	40	\$300.00	\$12,000.00	\$12,000.00
7040	Communication Pack	40	\$50.00	\$2,000.00	\$2,000.00
7040	Computer Rental (County)	78	\$400.00	\$31,200.00	\$31,200.00
7040	Provisional Ballot Bags	260	\$5.00	\$1,300.00	\$1,300.00
7050	Van Rental/Car Rental	8 vehicles tech and route usage and 8 Trucks for Delivery of Equipment		\$8,000.00	\$8,000.00
7211	Telephones	various EV locations		\$575.00	\$575.00
7213	Cellular Phones	8 Tech phones/ Air Cards		\$1,800.00	\$1,800.00
RENTAL BUILDINGS					
7010	Custodial Charges	Various Locations		\$20,000.00	\$20,000.00
PERSONNEL					
1050	Election Department Temporary	8 people @ various pay rates	overtime	\$3,000.00	\$3,000.00
1050	Elections Overtime	22 people @ 9 days @ \$22p/h @ various hrs.		\$15,000.00	\$15,000.00
1050	Mail Supervisor	1 person@various hrs@15.20p/h		\$1,500.00	\$1,500.00
1050	Security-Branch Locations	8 people @ various hrs. @ \$25p/h		\$3,000.00	\$3,000.00
1050	Warehouse Overtime	14 people @ various hrs. @ various rates		\$16,000.00	\$16,000.00
1050	Warehouse Temporaries	14 people @ 13.05@ various hrs.	overtime	\$5,000.00	\$5,000.00
1060	Canvass Committee	24 people @ various pay rates	Includes Signature Verification	\$15,000.00	\$15,000.00
1060	Clerks	117 @ 809.10	Includes Training	\$94,664.70	\$94,664.70
1060	Election Department Temporary	8 people @ various pay rates		\$5,404.80	\$5,404.80
1060	Judges	39 judges @ \$1,193.56ea	Includes Training	\$46,548.84	\$46,548.84
1060	Mail Workers / PA Workers	10 People @ 30days@ various Rates	Includes regular time	\$22,000.00	\$22,000.00
1060	Security	10 people @ various hrs. @ various rates		\$2,200.00	\$2,200.00
1060	Supervisors / Ballot Board & SV	2 people @12days@10hrs@various pay rates		\$3,000.00	\$3,000.00
1060	Warehouse Temporaries	10 people @ 8.70@ various hrs.		\$12,500.00	\$12,500.00
1060	Branch Runners	40 locations @ 1 day @ \$25.00		\$1,000.00	\$1,000.00
1060	Branch Technicians	7 people @ various pay rates		\$11,800.00	\$11,800.00
1111	Social Security Chargeback	6.2%		\$1,922.00	\$1,922.00
1112	Medicare	1.45%		\$2,672.12	\$2,672.12
1113	PARS	1.3%		\$2,395.70	\$2,395.70
1150	Retirement Charge Back	9.4%		\$2,852.00	\$2,852.00
5590	Temporary Service	Bilingual Clerk		\$1,500.00	\$1,500.00
5590	Temporary Service	All Temps Personnel		\$35,000.00	\$35,000.00
SUPPLY EXPENSE					
2160	Voted Stamps	234	\$0.95	\$222.30	\$222.30
2160	Supplies			\$5,000.00	\$5,000.00

2180	Printing Expense	Ricoh Copy		\$1,500.00	\$1,500.00
2180	Ballot Cards Mail	40,000	0.09	\$3,600.00	\$3,600.00
2180	Test Ballots			\$5,000.00	\$5,000.00
2180	Sample Ballot (For Voters & Display)	1200 @ 1.08 / 76 @ .48	1.08 / .48	\$1,332.48	\$1,332.48
2180	Provisional Ballots (In Person)	91,200	\$0.08	\$7,296.00	\$7,296.00
2180	Ballot List / Declared Write In / ADA Quick Operations	300 @ .75 / 2000 @.25 / 38 @ 1.00		\$313.00	\$313.00
2180	Mail ballot kit	5,000	\$2.00	\$10,000.00	\$10,000.00
2180	Personal Appearance Application	77,000	\$0.08	\$6,160.00	\$6,160.00
2180	Judge Kits	40	\$55.00	\$2,200.00	\$2,200.00
2180	Confirmation Cards	Bilingual Clerks Confirmation Cards		\$300.00	\$300.00
2880	Supplies	Office Depot / Xerox / Rodzina		\$5,400.00	\$5,400.00
SERVICE EXPENSE					
5590	ES&S Support/Consulting			\$85,050.00	\$85,050.00
5590	ES&S ADA Wave Card Programming			\$10,000.00	\$10,000.00
5590	Spanish Translation / Proofing	2,500	\$0.12	\$300.00	\$300.00
5590	Web Site/NTCOG	5	\$95.00	\$475.00	\$475.00
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
2910	Early Voting Equipment Delivery and Pickup	40	\$45.00	\$1,800.00	\$1,800.00
MILEAGE					
1080	Warehouse /Elections Mileage	500	\$0.555	\$277.50	\$277.50
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$400.00	\$400.00
Early Voting Total				\$646,902.44	\$646,902.44
Exp Code	Election Day	Units	Cost Per Unit	Estimated	Actual
EQUIPMENT RENTAL					
7030	Furniture Rental	Central Count Station/Various Polling Loc.		\$6,000.00	\$6,000.00
7040	Precinct Counter (1p/loc.)	116	\$468.00	\$54,288.00	\$54,288.00
7040	Voting Booths (4p/loc.)	1,240	\$35.00	\$43,400.00	\$43,400.00
7040	ADA Voter Terminals	116	\$300.00	\$34,800.00	\$34,800.00
7040	Laptop	310	\$75.00	\$23,250.00	\$23,250.00
7040	Rental of Voting Equipment from ES&S	200 M100 / 200 ADA		\$423,500.00	\$423,500.00
7040	Provisional Bags	316	\$5.00	\$1,580.00	\$1,580.00
7050	Truck Rental/Van Rental	Runners /Regional Sites		\$4,500.00	\$4,500.00
7213	Phone Lines/Bulletin Board	Election Cell phones for Tech's and department		\$1,800.00	\$1,800.00
RENTAL BUILDINGS					
7010	Location Rental	various polling locations		\$21,500.00	\$21,500.00
7010	Custodial Charges	various polling locations		\$87,700.00	\$87,700.00
PERSONNEL					
1020	Central Count	Election Night/Preparation		\$2,500.00	\$2,500.00
1020	Clerks	948		\$176,960.00	\$176,960.00
1020	Judges	316		\$39,816.00	\$39,816.00
1020	Poll Book Stamping	316 ppl @ 8.00 @ 2hr		\$5,056.00	\$5,056.00
1020	Emergency Personnel	15 @ various hrs.		\$5,200.00	\$5,200.00
1020	Emergency Response Personnel	Includes Regular Techs/Phone Bank		\$12,900.00	\$12,900.00
1020	Regional Site Support	Election night & Supply Pickup		\$12,500.00	\$12,500.00
1020	Traffic Control officers	Election night & Supply Pickup		\$8,200.00	\$8,200.00
1050	County Employee/CCS/Response Team	30 people @ various hrs. @various rates	Supply Handout/Trucks/ Regional Site	\$5,800.00	\$5,800.00

Attachment “B”

Polling Locations

**UNAVAILABLE AT THIS
TIME**

1050	Election Department O/T	45 people @ various rates @ various hrs.		\$10,000.00	\$10,000.00
1050	Judges	316		\$80,000.00	\$80,000.00
1050	Security / Central Count			\$800.00	\$800.00
1050	Sheriff's Deputies	40 deputies @ \$660.98ea		\$26,759.20	\$26,759.20
1050	Warehouse O/T	10 people @ various hours @ \$24 p/h		\$8,600.00	\$8,600.00
1060	Election Dept. Temporaries			\$5,000.00	\$5,000.00
1060	Warehouse Temporaries	various people @ various hrs. @ \$8.70p/h		\$5,000.00	\$5,000.00
1111	Social Security Chargeback	6.2%		\$2,920.97	\$2,920.97
1112	Medicare	1.45%		\$5,873.82	\$5,873.82
1113	PARS	1.3%		\$2,000.00	\$2,000.00
1150	Retirement Charge Back	9.4%		\$8,042.56	\$8,042.56
5590	Temporary Service	All Temps Personnel		\$35,000.00	\$35,000.00
5590	Temporary Service	Bilingual Clerk		\$3,000.00	\$3,000.00
MILEAGE					
1080	Warehouse Mileage	250	\$0.555	\$146.25	\$146.25
1080	Mileage for Deputies	5,000	\$0.555	\$2,775.00	\$2,775.00
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$100.00	\$100.00
SERVICE EXPENSE					
2013	Legal Notice	Newspaper listing of Polling Locations		\$10,000.00	\$10,000.00
5590	ES& S Support/Consulting			\$74,025.00	\$74,025.00
5590	Web Site/NTCOG	5 hrs. election support	\$95.00	\$475.00	\$475.00
POSTAGE					
2180	Election Judges Letters(+Alt)	1,000	Flat rate	\$695.00	\$695.00
2180	EJ Reply Card/(+Alt)	1,000	Flat rate	\$144.02	\$144.02
2180	Poll location letters/Alt judge letters			\$5,000.00	\$5,000.00
2180	Polling location Change	Accurate Forms		\$8,000.00	\$8,000.00
2170	Election Paychecks	1,950	\$0.44	\$858.00	\$858.00
PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT					
2910	Election Day Equipment Delivery and Pickup	Special Deliveries	45.00/ 22.50	\$1,200.00	\$1,200.00
2910	Election Day Equipment Delivery and Pickup	Extra Booths	27.00 ea	\$540.00	\$540.00
2910	Election Day Equipment Delivery and Pickup	310	\$60.00	\$18,600.00	\$18,600.00
SUPPLY EXPENSE					
2160	Voted Stamps	310	\$0.95	\$294.50	\$294.50
2180	Ballot Cards/Precinct	450,000	0.28	\$126,000.00	\$126,000.00
2180	Formats	1,800	\$29.50	\$53,100.00	\$53,100.00
2180	Test Ballots	27,000	\$0.28	\$7,560.00	\$7,560.00
2180	Ballot & Seal Certificate	900	\$2.95	\$2,655.00	\$2,655.00
2180	Blank Ballot & Seal Certificate	60	\$2.95	\$177.00	\$177.00
2180	Provisional Ballot Seal	900	\$2.95	\$2,655.00	\$2,655.00
2180	ADA Ballot & Seal Certificate	310	\$2.95	\$914.50	\$914.50
2180	Provisional Ballots	45,000	\$0.08	\$3,600.00	\$3,600.00
2180	Sample Ballots	3,600	\$0.08	\$288.00	\$288.00
2180	Printing Expense	IKON / Accurate Forms		\$1,480.55	\$1,480.55
2180	Misc. Judge Kit Supplies	310	\$55.00	\$17,050.00	\$17,050.00
2880	Supplies			\$3,157.66	\$3,157.66
SERVICE EXPENSE					
7040	Regional Site Computer Setup	10	\$150.00	\$1,500.00	\$1,500.00
Election Day Total				\$1,507,237.03	\$1,507,237.03

Attachment “C”

Election Judges / Clerks

**UNAVAILABLE AT THIS
TIME**

Attachment D

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT
ELECTION TO BE HELD ON SATURDAY, MAY 12, 2012**

01	ADDISON FIRE STATION #1	4798 AIRPORT PARKWAY	ADDISON	75001
02	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
03	CARROLLTON/FR BRANCH ISD ADMIN	1445 N PERRY ROAD	CARROLLTON	75006
04	CEDAR HILL GOVERNMENT CENTER	285 UPTOWN BLVD	CEDAR HILL	75104
05	COCKRELL HILL CITY HALL	4125 WEST CLARENDON	COCKRELL HILL	75211
06	COPPELL TOWN CENTER	255 WEST PARKWAY BLVD	COPPELL	75019
07	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
08	DALLAS COUNTY WCID #6	13503 ALEXANDER RD	MESQUITE	75181
09	DISD ADMINISTRATION BLDG	3700 ROSS AVE	DALLAS	75204
10	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
11	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
12	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FR BR	75234
13	FRETZ PARK LIBRARY	6990 BELT LINE RD	DALLAS	75254
14	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
15	GARNER FINE ARTS ACADEMY	145 POLO ROAD	GRAND PRAIRIE	75052
16	GLENN HEIGHTS CITY HALL	1938 SOUTH HAMPTON ROAD	GLENN HEIGHTS	75154
17	HEBRON & JOSEY LIBRARY	4220 N JOSEY LANE	CARROLLTON	75010
18	HUTCHINS CITY HALL	321 NORTH MAIN STREET	HUTCHINS	75141
19	IRVING ARTS CENTER	3333 N MACARTHUR	IRVING	75062
20	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
21	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
22	LAKE HIGHLANDS NORTH REC CENTER (Replaces Audelia Road Library)	9940 WHITE ROCK TRAIL	DALLAS	75238
23	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
24	LANCASTER VET. MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
25	LOCHWOOD LIBRARY (Replaces Harry Stone Rec Center)	11221 LOCHWOOD BLVD	DALLAS	75218
26	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229
27	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
28	RECORDS BUILDING	509 MAIN STREET	DALLAS	75225

29	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
30	SACHSE CITY HALL	3815 SACHSE RD BUILDING B	SACHSE	75048
31	SEAGOVILLE CITY HALL	702 NORTH HWY 175	SEAGOVILLE	75159
32	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVE	DALLAS	75223
33	SUNNYVALE TOWN CENTER	127 NORTH COLLINS ROAD	SUNNYVALE	75182
34	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
35	VETERANS ADMIN MEDICAL CTR	4500 SOUTH LANCASTER ROAD	DALLAS	75216
36	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

DATES AND TIMES OF EARLY VOTING

APR 30(MONDAY THROUGH FRIDAY) MAY 4	8 AM TO 5 PM
MAY 5(SATURDAY)	8 AM TO 5 PM
MAY 6(SUNDAY)	1 PM TO 6 PM
MAY 7(MONDAY AND TUESDAY) MAY 8	7 AM TO 7 PM

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT ELECTION
TO BE HELD ON SATURDAY, MAY 12, 2012**

TEMPORARY BRANCH VOTING PLACES

1	HIGHLAND PARK ISD ADMIN BLDG	7015 WESTCHESTER DR	DALLAS	75205
2	UNIVERSITY PARK CITY HALL	3800 UNIVERSITY BLVD	UNIVERSITY PK	75205

DATES AND TIMES OF EARLY VOTING

APRIL 30(MONDAY THROUGH FRIDAY) MAY 4, 2012	8:00 AM TO 4:30 PM
MAY 7(MONDAY AND TUESDAY) MAY 8, 2012	7:00 AM TO 7:00 PM

Attachment “E”

Joint Election Participants

**UNAVAILABLE AT THIS
TIME**

Attachment “F”

Part-time
Personnel

**UNAVAILABLE AT THIS
TIME**



Town of Sunnyvale Council Agenda Item

Meeting Date: 03/05/2012

Item #: 2

Department: Town Mgr.

Subject:

DISCUSS AND CONSIDER RESOLUTION 12-11: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AMENDMENT TO THE TOWN'S AGREEMENT WITH REPUBLIC SERVICES OF TEXAS, LTD. D/B/A REPUBLIC SERVICES OF DALLAS TO ADD THE COLLECTION OF RECYCLABLE AND RECOVERED MATERIALS TO RESIDENTIAL UNITS TO THE SERVICES PROVIDED BY CONTRACTOR AND ESTABLISH RATES.

Background:

At the February 13, 2012, Regular Town Council Meeting, Council directed Staff to pursue a contract amendment to reflect Option 2 of the citizen's survey that was available on the Town's website during January and February. Option 2 provided:

- Garbage collection twice per week with the use of carts or bags (identical to current service).
- Bulky item and brush collected twice per week (identical to current service).
- Recycling services: Automated curbside recycling collected once every other week using 95 gallon cart.
- Monthly cost to residents - \$11.34 per month. This represents an increase of \$25.92 per year.

The amendment provides an effective date of April 1, 2012.

A representative from Republic Services will be at the Council Meeting to answer questions and provide information regarding what educational materials will be provided to residents prior to the effective date of the new recycling services.

Attachments:

Resolution 12-11

2012 Amendment to and Renewal of Municipal Solid Waste Collection and Disposal Contract

**TOWN OF SUNNYVALE
RESOLUTION 12-11**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN AMENDMENT TO THE TOWN'S AGREEMENT WITH REPUBLIC SERVICES OF TEXAS, LTD. D/B/A REPUBLIC SERVICES OF DALLAS TO ADD THE COLLECTION OF RECYCLABLE AND RECOVERED MATERIALS TO RESIDENTIAL UNITS TO THE SERVICES PROVIDED BY CONTRACTOR AND ESTABLISH RATES.

WHEREAS, Republic Services of Dallas has agreed to an amendment to the Town's Agreement with Duncan Disposal to add the collection of Recyclable and Recovered Materials to Residential Units to the services provided by Contractor and establish rates and the amendment is attached to this resolution and has been reviewed by the Sunnyvale Town Council, (the "Agreement").

WHEREAS, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Leslie Malone, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective April 1, 2012;

Passed and approved this the 5th day of March, 2012, by vote of _____.

TOWN OF SUNNYVALE

By: _____
Jim Phaup, Mayor

ATTEST:

Leslie Malone, Town Secretary

**2012 AMENDMENT TO AND RENEWAL OF
MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**

This 2012 Amendment to and Renewal of Municipal Solid Waste Collection and Disposal Contract (the "Amendment") is entered into on March 5, 2012 between the Town of Sunnyvale, Texas, a Texas municipal corporation, situated in Dallas County, Texas, acting by and through its duly authorize Mayor (the "Town"), and Republic Services of Texas, Ltd. d/b/a Republic Services of Dallas ("Contractor").

Recitals

A. The Town and Contractor (which was formerly doing business as Duncan Disposal but is now doing business as Republic Services of Dallas) are parties to that certain Municipal Solid Waste Collection and Disposal Agreement dated March 11, 2002, as amended on April 8, 2002 by Resolution No. 02-04 of the Town, as amended by that Amendment to and Renewal of Municipal Solid Waste Collection and Disposal Contract dated October 10, 2011 (collectively, the "Agreement"), pursuant to which Contractor agreed to provide Residential Solid Waste, Commercial Solid Waste and Industrial Solid Waste collection and disposal services to the Town.

B. The Town and Contractor desire to enter into this Amendment to add the collection of Recyclable and Recovered Materials to Residential Units to the services provided by Contractor as more fully set forth in this Amendment.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Town and Contractor agree as follows:

1. Recyclable and Recovered Materials Services. The parties agree that effective as of April 1, 2012, Contractor shall have the sole exclusive license, privilege and right to provide services to Residential Units for the collection, transportation and any marketing, separating, sorting, processing or sale of any and all Recyclable or Recovered Materials generated or discarded at or in all Residential Units located in the Franchise Area. Contractor shall collect Recyclable or Recovered Materials from Residential Units every other week, and shall provide each Residential Unit with a 95-gallon container for Recyclable or Recovered Materials on or before April 1, 2012. The parties agree that the terms of Section 3.02 of the Agreement shall apply to all Recyclable or Recovered Materials, and that the Residential Unit shall not include with the materials, and Contractor shall not collect and/or transport Hazardous Waste, medical waste, liquid waste, automotive tires, oil filters, lead acid batteries, petroleum products, petroleum by-products and/or explosive materials or any other material prohibited from processing at a Resource Recovery Site.

2. Exhibit A. The parties agree that Exhibit A to the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A, which includes the services for Recyclable and Recovered Materials.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

4. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Town and Contractor have caused this Amendment to be executed as of the date first written above.

Town of Sunnyvale, Texas

By: _____
Name: _____
Its: _____

Republic Services of Texas, Ltd.

By: Republic Services of Texas GP, Inc.
Its: General Partner

By: _____
Name: _____
Its: _____

EXHIBIT A

RATE SCHEDULE

**Town of Sunnyvale
Effective April 1, 2012**

Residential

- A. Solid Waste Collection \$10.92
2 x week collection
- B. Recycle 95 gallon cart collection included
Every other week
- C. Bulk/Brush Collection included
2 x week collection
Limit of 2 cu yards per collection
6x3x3

Residential Solid Waste Cart Rental per month: \$ 3.50
Billed Quarterly by Republic

Commercial Hand Collection

- A. Solid Waste Collection 2 x week \$18.25

Commercial Front Load Containers

Delivery \$ 50.00

Size	1 x wk	2 x wk	Extra
2yd	\$ 59.15	\$111.72	\$ 28.75
3yd	\$ 72.27	\$138.01	\$ 35.93
4yd	\$ 90.69	\$170.87	\$ 43.12
6yd	\$111.72	\$223.42	\$ 50.33
8yd	\$124.87	\$275.98	\$ 57.53

Front Load Containers Per Month/Per Pickup

Gates	\$ 1.05
Locks	\$ 1.05
Casters	\$ 2.10

Industrial Roll Offs

	Delivery	Rental/Day	Per Haul
20yd	\$ 92.46	\$ 5.23	\$ 349.59
30yd	\$ 92.46	\$ 5.23	\$ 407.42
40yd	\$ 92.46	\$ 5.23	\$ 459.99

Compactors

	Delivery	Rental	Haul/Disposal
20yd	Negotiated	Negotiated	\$ 408.43
35yd	Negotiated	Negotiated	\$ 437.06
40yd	Negotiated	Negotiated	\$ 477.17



Town of Sunnyvale Council Agenda Item

Meeting Date: 3/5/2012

Item #: 3

Department: Town Mgr.

Subject:

DISCUSS AND CONSIDER ORDINANCE 12-03: AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDICES ARTICLE 8.000, UTILITY RELATED FEES, TO AMEND SECTION 8.1900, GARBAGE COLLECTION FEE, TO INCREASE GARBAGE COLLECTION FEE AND PROVIDING AN EFFECTIVE DATE.

Background:

With the approval of Resolution 12-11, the fees for Garbage Collection in Appendix 8 of the Code of Ordinances will need to be updated to \$11.34 (as presented in the Citizen's Survey). Ordinance 12-03 will provide for the updating of those fees.

Attachments:

Ordinance 12-03

TOWN OF SUNNYVALE, TEXAS

ORDINANCE NO 12-03

AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDICES ARTICLE 8.000, UTILITY RELATED FEES, TO AMEND SECTION 8.1900, GARBAGE COLLECTION FEE, TO INCREASE GARBAGE COLLECTION FEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale Council has been advised by staff that it is necessary to raise garbage collection fees in order to better ensure the fiscal and operational integrity of providing solid waste services to residents and to promote recycling; and,

WHEREAS, the Town of Sunnyvale Council finds that the rate schedules herein proposed are no more than what is required in order to preserve fiscal and operational integrity of solid waste services to residents and to promote recycling.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Sunnyvale, Texas:

Section 1 That the Code of Ordinances, Town of Sunnyvale, Texas, Appendices Article 8.000 is hereby amended by amending Section 8.1900 to read as follows

The fee for garbage collection shall be eleven dollars and thirty four cents (\$11.34) plus applicable sales tax.

Section 2 This Ordinance shall be effective April 1st 2012.

PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS THE 5th DAY OF MARCH, 2012.

APPROVED:

By: _____
Mayor Jim Phaup, Town of Sunnyvale

ATTEST:

Leslie Malone, Town Secretary



Town of Sunnyvale Council Agenda Item

Meeting Date: 3/5/2012

Item #: 4

Department: Town Sec.

Subject:

DISCUSS AND CONSIDER CANCELLING THE REGULAR TOWN COUNCIL MEETING SCHEDULED FOR MARCH 12, 2012.

Background:

Sunnyvale ISD will have Spring Break beginning Monday, March 12, 2012, and several Councilmembers will be out of town. As the Council is holding a Special Meeting on Monday, March 5, there is no pending business for the March 12, 2012, Regular Town Council Meeting. Any Planning & Zoning Commission items that were noticed to be held on March 12, 2012, have been republished.

Attachments:

None.