



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, February 3, 2025	6:30 PM	Council Chambers
LACKEY S SEBASTIAN MAYOR	RICK HOWARD COUNCILMEMBER	ALLEN GRIMES COUNCILMEMBER
PATRICK STALLINGS CITY MANAGER	JOSE HERNANDEZ COUNCILMEMBER	JON EPPS MAYOR PRO TEM
	HAROLD MAGILL COUNCILMEMBER	

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Meeting at 6:30 PM, to be held at City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

Section 551.071 of the Texas Government Code:

This meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION - 6:30 PM

1. Call to Order
2. Receive a presentation regarding Downtown Wayfinding Map System.
[Waypoint Presentation](#)
3. Receive a presentation regarding the new police building.
[Dispatch Protocols 2025](#)
4. Discuss Regular Session agenda items.
5. Adjourn

REGULAR SESSION - 7:00 PM

6. Call to Order
7. Invocation and Pledge of Allegiance
8. Present a Certificate of Recognition to a citizen.
9. Mayor's Report
10. Public Comments

This portion of the meeting is to allow members of the public up to six (6) minutes to address the City Council. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Public Comment Form to the City Secretary prior to the start of the meeting.

Consent Agenda

11. Consider approving the City Council meeting minutes: January 13, 2025.
[2025-01-13 MIN CC](#)

Regular Agenda

12. **Discuss and consider a Resolution ordering the General Election to be held May 3, 2025, for the purpose of electing persons to the offices of Mayor, Councilmember Places 2 and 4; authorizing a Joint Election with Dallas County and Kaufman County political subdivisions; authorizing the City Manager to execute an Election Services contracts with Dallas County and Kaufman County; and providing for a Runoff Date.**

(Spanish/ Español)

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, POR LA QUE SE ORDENA LA CELEBRACIÓN DE UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE ALCALDE Y REGIDORES DE LOS LUGARES 2 Y 4; SE AUTORIZA UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DE LOS CONDADOS DE DALLAS Y KAUFMAN; SE AUTORIZA AL ADMINISTRADOR MUNICIPAL A FIRMAR UN CONTRATO DE SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; SE ESTABLECE UNA FECHA PARA UNA POSIBLE SEGUNDA VUELTA; Y SE ESTABLECE LA FECHA DE VIGENCIA.

(Vietnamese/ Tiếng Việt)

NGHỊ QUYẾT CỦA HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE, TEXAS, RA LỆNH TỔ CHỨC TỔNG TUYỂN CỬ VÀO NGÀY 3 THÁNG 5 NĂM 2025, NHẪM MỤC ĐÍCH BẦU CHỌN CÁC CÁ NHÂN VÀO CHỨC VỤ THỊ TRƯỞNG VÀ THÀNH VIÊN HỘI ĐỒNG Ở VỊ TRÍ SỐ 2 VÀ SỐ 4; CHO PHÉP TỔ CHỨC BẦU CỬ CHUNG VỚI CÁC ĐƠN VỊ CHÍNH TRỊ KHÁC CỦA QUẬN DALLAS VÀ QUẬN KAUFMAN; CHO PHÉP NGƯỜI QUẢN LÝ THÀNH PHỐ THỰC HIỆN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUẬN DALLAS VÀ QUẬN KAUFMAN; QUY ĐỊNH NGÀY BẦU CỬ VÒNG HAI; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC.

[RES - Order 2025 May Elec - ENG](#)

[RES - Order 2025 May Elec - SPN](#)

[RES - Order 2025 May Elec - VIET](#)

[Dallas County - Draft Elec Contract](#)

[Kaufman County - Draft Elec Contract](#)

13. **Discuss and consider a Resolution approving use of the City's Public, Educational, and Governmental Access Funds, in an amount not to exceed a total of one hundred nine thousand dollars (\$109,000.00), for purchase of software and equipment necessary and required for providing live broadcast streaming of meetings of the City Council and, and as may be applicable other City board or commission meetings or other PEG-eligible content; and authorizing the City Manager to execute all necessary and related documents.**

[RES - PEG Funds](#)

[Granicus - Software Package](#)

[Granicus - CaptionLive Basic Quote](#)

[Visionality - AV Quote](#)

14. **Items of community interest and councilmember reports. Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) express thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 6) announcements involving an imminent threat to public health and safety.**

EXECUTIVE SESSION

15. **The City Council will convene into closed Executive Session pursuant to the Texas Government Code Section 551.071 Consultation with Attorney, to seek legal advice related to:**
 - A. **Amending the Comprehensive Zoning Ordinance to revise regulations relating to auto dealers and used car lots.**
 - B. **City Council meeting procedures.**

REGULAR SESSION

- 16. Take any necessary action as a result of Executive Session.**
- 17. Discuss future agenda items**
- 18. Adjourn**

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at City Hall of the City of Seagoville, Texas on Thursday, January 30th by 5 p.m.

Sara Egan, City Secretary

The City of Seagoville does not discriminate based on disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819 or email citysecretary@seagoville.us . (TDD access 1-800-RELAY-TX)

UPCOMING MEETING DATES:

- Monday, February 24, 2025
- Monday, March 3, 2025



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: February 3, 2025

ITEM: 2

DESCRIPTION: Receive a presentation regarding Downtown Wayfinding Map System.

INTRODUCTION

Discussion and presentation of downtown waypoint mapping system.

BACKGROUND

As part of the Downtown Revitalization efforts, the EDC Board instructed City Staff to pursue a downtown waypoint mapping system. Staff worked with multiple potential vendors to identify price points and potential options. Staff's recommends completing the waypoint system in phases, starting with Downtown and extending out to other prominent thoroughfares from there. The EDC Board was supportive of the renderings provided by the vendors and moving forward with the project.

FINANCIAL IMPACT

\$15,149.95, funded as part of the Downtown Improvements included within the EDC Budget for FY2025.

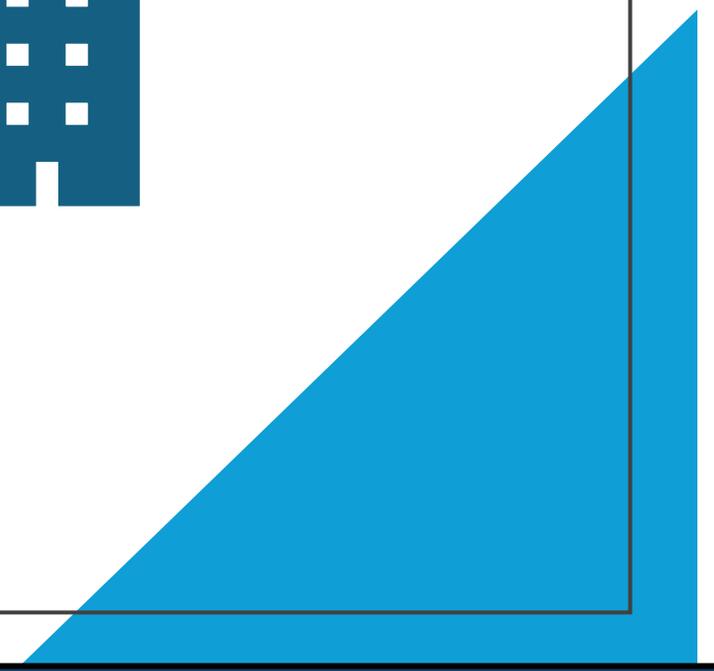
ATTACHMENTS

1. [Waypoint Presentation](#)

Downtown Seagoville

Waypoint Mapping System

February 3, 2025



SIGN A



COLOR OPTION A



COLOR OPTION B



SIGN B

Seagoville
Sign B
Color Options

COLOR OPTION A



COLOR OPTION B





Sign A – Location 1



Sign B – Location 1



Sign B – Location 2



TO: Mayor and City Council

FROM: Ray Calverley, Chief of Police

DATE: February 3, 2025

ITEM: 3

DESCRIPTION: Receive a presentation regarding the new police building.

INTRODUCTION

This is to inform you of the protocols in place for ensuring seamless transition of service once the new police building opens.

ATTACHMENTS

1. [Dispatch Protocols 2025](#)



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Directive:

After Hours Call Process at the New Police Department

January 21, 2025

To: All Communications Techs. and Uniformed Officers

From: Ray Calverley, Chief

Subject: Call for service protocols for New P.D.

Cc. Assistant Chiefs C. Wirth and S. Davis

Folks,

Information regarding the upcoming opening of the new police department via social media and handouts are being circulated to announce the opening and addressing of the new P.D. location.

With the existing P.D. building (600 N Hwy 175) becoming the new communication center and holding facility, members of the public are expected to still visit the location for services and accommodations will be in place during the transition.

New Police Department (1185 E Simonds Rd):

The new P.D. foyer will have a live monitoring system with voice and video capabilities that will allow members of the public to communicate with the on-duty communications operator after hours.

Once the on-duty communications operator has obtained the required or needed information for the call, the operator will instruct the individual to have a seat, and an officer will be dispatched to the new P.D.

New Communications Center (600 N Hwy 175):

For those that come into the Communications Center they'll be instructed in the same manner, to have a seat in the lobby and an officer will be dispatched to their location.

No person(s) will be instructed to leave either location to meet with an officer, the officers will be dispatched to the individual's location.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: February 3, 2025
ITEM: 11
DESCRIPTION: Consider approving the City Council meeting minutes: January 13, 2025.

RECOMMENDATION

Recommend approval for meeting minutes.

ATTACHMENTS

1. [2025-01-13 MIN CC](#)



City of Seagoville Meeting Minutes City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, January 13, 2025

6:30 PM

Council Chambers

Present: Councilmember Rick Howard, Councilmember Harold Magill, Councilmember Allen Grimes and Mayor Pro Tem Jon Epps.

Absent: Mayor Lackey Sebastian and Councilmember Jose Hernandez.

Presiding Officer: Mayor Pro Tem Jon Epps

Also present were City Manager Patrick Stallings, Asst. City Attorney Chris Metcalf, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Meeting on Monday, January 13, 2025 at 6:30 PM in the City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

WORK SESSION - 6:30 PM

1. Call to Order

Mayor Pro Tem Epps called the meeting to order at 6:30 p.m.

2. Receive a presentation regarding the GLO Initiative.

Guest presenters Emily Dougan and Eric Marsh briefed City Council on the Get the Lead Out Initiative by the Environmental Protection Agency. The EPA aims to help states and communities get access to water infrastructure funding and eliminate potential barriers to lead pipe removal. This program supports the development of inventories, community engagement, service line replacement plans, and grant fund application assistance.

3. Receive an update regarding 111 West Farmers Road.

Chief Building Official Kailey Lampkin provided a presentation of the structural damage and hazardous condition of the property leading to the demolition of the structures. Additional action will be taken to remove remaining vehicles, fencing, and concrete.

4. Discuss Regular Session agenda items. There was no discussion.

5. Adjourn

Mayor Pro Tem adjourned the Work Session at 6:55 p.m.

REGULAR SESSION - 7:00 PM

6. Call to Order

Mayor Pro Tem Epps called the Regular Session to order at 7:00 p.m.

7. Invocation and Pledge of Allegiance

Pastor Chris Knowles led the invocation. City Council led the pledge of allegiance.

8. Recognition of City Employees

Director of Public Works Chris Ryan briefed City Council on water break incident and response.

Mayor Pro Tem Epps presented to the following city employees a certificate of recognition for exceptional performance, unwavering dedication to excellence and significant contributions to the City of Seagoville: Chris Ryan, Arthur Fuentes, Bryndan Wofford, Isaias Olmos, Martin Nunez-Espinosa Jr., and Shawn Davis.

9. Mayor's Report

- Thank you all for your patience and support during last week's inclement weather.
- Doe Belly's has moved into 103 N Kaufman and will be opening soon.
- Third Saturday Clean Up will be held this Saturday, January 18th from 8 a.m. to noon at the Service Center.
- City facilities will be closed in observance of Martin Luther King Jr. Day on Monday, January 20th.

10. Public Comments

There were no speakers.

Consent Agenda

Councilmember Magill made a motion to approve Consent Agenda items 11-13, seconded by Councilmember Howard. The motion passed unanimously (4/0).

11. **Consider approving the City Council meeting minutes: December 16, 2024.**
12. **Consider a Resolution approving and ratifying a contract between the Seagoville**

Economic Development Corporation and The Retail Coach for consulting services related to retail recruitment and commercial development for an amount not to exceed eighteen thousand five hundred dollars and zero cents (\$18,500.00); and authorizing the Executive Director to execute all necessary and related documents.

Resolution No. 2025-01

13. **Consider a Resolution approving and ratifying contracts between Seagoville Economic Development Corporation and NTX Environmental, LLC and EviroPhase Environmental Consulting for services related to the asbestos abatement of certain property owned by the Seagoville Economic Development Corporation located at 202 N. Kaufman Street for an amount not to exceed four thousand four hundred fifty dollars and zero cents (\$4,450.00); and authorizing the Executive Director to execute all necessary and related documents.**

Resolution No. 2025-02

Regular Agenda

14. **Discuss and consider a Resolution naming the animal shelter and adoption building in honor of James and Norma Suddeth.**

Councilmember Magill expressed thanks to James and Norma Suddeth for their efforts and support.

Councilmember Magill made a motion to approve item 14, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

Resolution No. 2025-03

15. **Discuss and consider an Ordinance amending the Code of Ordinances by amending Section 23.03.010 "Stormwater Collection and Conveyance Systems" of Article 3 "Subdivision Design Standards" of Chapter 23 "Subdivisions" of Title II, "Buildings; Development; Zoning" to allow but not require perimeter fencing for detention and retention basins; and providing an effective date.**

Director of Community Development Bill Medina presented the text amendment to allow but not require perimeter fencing for detention and retention basins. He explained the current requirement increases development costs and eliminates the opportunity of the water features as an amenity when the topography is ideal for trails, decks, fountains, and fishing. Fencing will be required when the topography presents steep areas or drop offs as an example. The determination for fencing will be made during the engineering and review process.

Councilmember Magill made a motion to approve item 15, seconded by Councilmember Howard. The motion passed unanimously (4/0).

Ordinance No. 2025-01

- 16. Discuss and consider a Resolution designating the City Manager as the authorized official for Grant Number 5092601 titled Safer City Program and authorizing the submission of the grant application to the Office of Governor, Criminal Justice Division.**

Police Chief Ray Calverley explained the grant funds will allow the means to purchase a flock camera system consisting of 8 stationary cameras and 2 remote cameras. The system is capable of defining other recognizable features beyond the license plate of a vehicle. Councilmember Magill made a motion to approve item 16, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

Resolution No. 2025-04

- 17. Discuss and consider a Resolution approving Work Order No. 20 with Garver, LLC for the provision of scoping and cost estimating services for the Malloy Bridge Road reconstruction project in an amount not to exceed fifteen thousand dollars and zero cents (\$15,000.00); and authorizing the City Manager to execute said work Order No. 20.**

Mr. Chris Ryan explained this item is to estimate the potential cost of the reconstruction of Malloy Bridge Road and seek funding through the North Central Texas Council of Governments.

Councilmember Howard made a motion to approve item 17, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

Resolution No. 2025-05

- 18. Items of community interest and councilmember reports.**

Mayor Pro Tem expressed gratitude to staff for their service. He also announced the passing away of a community member and condolences to the family.

- 19. Discuss future agenda items.**

Councilmember Magill requested to consider the Kaufman Herald as the designated newspaper for legal notices.

- 20. Adjourn**

Mayor Pro Tem adjourned the meeting at 7:26 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Sara Egan, City Secretary

DATE: February 3, 2025

ITEM: 12

DESCRIPTION: Discuss and consider a Resolution ordering the General Election to be held May 3, 2025, for the purpose of electing persons to the offices of Mayor, Councilmember Places 2 and 4; authorizing a Joint Election with Dallas County and Kaufman County political subdivisions; authorizing the City Manager to execute an Election Services contracts with Dallas County and Kaufman County; and providing for a Runoff Date.

INTRODUCTION

The purpose of this item is to call or order the general election for May 3, 2025 before the deadline which is February 14, 2025.

BACKGROUND

In accordance with Section 271.002 of the Texas Election Code, the City's local election will be conducted jointly with other political subdivisions of Dallas County and Kaufman County. It is in the public interest to call the election and to enter into a contract with Dallas County and Kaufman County to conduct said election jointly with other government entities.

RECOMMENDATION

City Secretary's Office recommends approval.

FINANCIAL IMPACT

Funds are budgeted each year based on estimates to hold an election and possibly a runoff. Current budgeted amount is \$17,000.00 to cover related expenses such as the contracted amount, translation services, and publication of notices.

ATTACHMENTS

1. [RES - Order 2025 May Elec - ENG](#)
2. [RES - Order 2025 May Elec - SPN](#)
3. [RES - Order 2025 May Elec - VIET](#)
4. [Dallas County - Draft Elec Contract](#)
5. [Kaufman County - Draft Elec Contract](#)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF MAYOR AND COUNCILMEMBER PLACES 2 AND 4; AUTHORIZING A JOINT ELECTION WITH OTHER DALLAS COUNTY AND KAUFMAN COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES CONTRACTS WITH DALLAS COUNTY AND KAUFMAN COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general election for the City of Seagoville, as set forth by the Texas Election Code, is required to be held on May 3, 2025, at which time the voters will elect persons to the offices of Mayor and City Council Places 2 and 4; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County, Texas and Kaufman County, Texas; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to call the foregoing election and to enter into contracts with Dallas County and Kaufman County to conduct said election jointly with other Dallas County and Kaufman County government entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THAT:

SECTION 1. A general municipal election is hereby ordered to be held on the 3rd day of May, 2025 for the purpose of allowing the qualified voters of the City of Seagoville to elect one Mayor to serve a two (2) year term, one Councilmember for Place 2 to serve a two (2) year term, and one Councilmember for Place 4 to serve a two (2) year term.

SECTION 2. The election will be conducted jointly with Dallas County Elections Department and Kaufman County Elections Department on May 3, 2025, pursuant to Chapters 31 and 271, Texas Election Code and a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the “Dallas County Joint Elections Agreement”) and a Contract for Joint Election Services by and between the City of Seagoville, Kaufman County, and other political subdivisions (the “Kaufman County Joint Elections Agreement”).

SECTION 3. The election precinct and polling place of said elections shall open on Election Day at 7:00 a.m. and close at 7:00 p.m. at the following locations:

Dallas County:
Seagoville City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Kaufman County: (main location)
Kaufman County Library
3790 S. Houston Street
Kaufman, Texas 75142

SECTION 4. Pursuant to the Dallas County Joint Elections Agreement, Heider Garcia, the Dallas County Elections Administrator, shall serve as Election Administrator for the election in Dallas County. Pursuant to the Kaufman County Joint Elections Agreement, Tandi Smith, the Kaufman County Elections Administrator, shall serve as Election Administrator for the election in Kaufman County. All election officials shall be the officials appointed to such positions by the applicable Election Administrator from the list of proposed election judges listed in an attachment to the applicable Joint Elections Agreement or as otherwise selected pursuant to the terms of the applicable Joint Elections Agreement, and to the extent required by law, those election officials are hereby so appointed.

SECTION 5. Early voting by personal appearance in Dallas County will be held at the Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159, and in Kaufman County it will be held at the Kaufman County Library at 3790 S. Houston Street, Kaufman, Texas 75142. Early Voting will begin on Tuesday, April 22, 2025, and continuing through Tuesday, April 29, 2025, at the times set forth below:

<u>Early Voting Dates</u>		<u>Voting Times</u>
April 22 – April 25	Tuesday - Friday	8:00 a.m. until 5:00 p.m.
April 26	Saturday (Dallas County)	7:00 a.m. until 7:00 p.m.
April 26	Saturday (Kaufman County)	8:00 a.m. until 5:00 p.m.
April 27	Sunday	12:00 p.m. until 6:00 p.m.
April 28-29	Monday – Tuesday	7:00 a.m. until 7:00 p.m.

Additional early voting locations will be determined per the applicable Joint Election Agreement and Contract for Election Services with Dallas County and Kaufman County

SECTION 6. The Dallas County and Kaufman County Election Administrators are hereby appointed to serve as the Early Voting Clerks for the elections in their respective jurisdictions and the permanent county employees of such Election Administrators are appointed as deputy early voting clerks. An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.007 of the Texas Election Code.

SECTION 7. Applications for early voting ballots by mail must be received no later than the close of business on Tuesday, April 22, 2025.

For residents in Dallas County, applications may be submitted by mail, carrier delivery, fax, or e-mail:

Mail or Delivery: Dallas County Elections Department
1520 Round Table Drive
Dallas, TX 75247

Fax: 214-819-6303

E-Mail: evapplications@dallascounty.org

For residents in Kaufman County, applications may be submitted by mail, carrier delivery, fax, or email:

Mail or Delivery: Kaufman County Elections
Department
P.O. Box 1347
Kaufman, TX 75142

Fax: 972-932-1413

E-Mail: elections@kaufmancounty.net

SECTION 8. Notice of the election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the front window used to publish notice of City Council meetings not later than the 21st 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 and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

SECTION 9. The first day for a candidate to file an application for a place on the ballot with the City Secretary for the election is no earlier than January 15, 2025, at 8 a.m., with the last day for filing to be no later than February 14, 2025, at 5:00 p.m., in accordance with Sections 143.006 and 143.007 of the Election Code.

SECTION 10. The election shall be conducted pursuant to the Charter of the City and the election laws of the State of Texas. The candidate for each office receiving a majority of all votes cast for all candidates shall be elected to serve such term of office or until his or her successor is duly elected and qualified.

SECTION 11. In the event a run-off election becomes necessary, the Dallas County Elections Administrator and Kaufman County Elections Administrator will conduct the run-off election on Saturday, June 7, 2025. Early voting by personal appearance with respect to such run-off election shall be as determined by the Dallas County Elections Administrator and Kaufman County Elections Administrator.

SECTION 12. In accordance with Section 123.001 of the Texas Election Code, the Direct Record and Optical Scan Voting Systems approved by the Secretary of State are hereby adopted for the election on May 3, 2025.

SECTION 13. This resolution shall be construed with any action of the Dallas County Commissioners Court and Kaufman County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 14. The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Dallas County and with Kaufman County as the authorized representative of the City.

SECTION 15. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 16. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS THE 3RD DAY OF FEBRUARY 2025.

APPROVED:

Lackey Stepper Sebastian, Mayor

Attest:

Sara Egan, City Secretary

Approved as to form:

Chris Metcalf, Asst. City Attorney

4932-1849-1923, v. 1

RESOLUCIÓN N.º

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, POR LA QUE SE ORDENA LA CELEBRACIÓN DE UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 3 DE MAYO DE 2025, CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE ALCALDE Y REGIDORES DE LOS LUGARES 2 Y 4; SE AUTORIZA UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DE LOS CONDADOS DE DALLAS Y KAUFMAN; SE AUTORIZA AL ADMINISTRADOR MUNICIPAL A FIRMAR UN CONTRATO DE SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; SE ESTABLECE UNA FECHA PARA UNA POSIBLE SEGUNDA VUELTA; Y SE ESTABLECE LA FECHA DE VIGENCIA.

CONSIDERANDO QUE, las elecciones generales para la Ciudad de Seagoville, según lo establece el Código Electoral de Texas, deben celebrarse el 3 de mayo de 2025, momento en el cual los votantes elegirán a las personas que ocuparán los cargos de alcalde y regidores de los lugares 2 y 4; y

CONSIDERANDO QUE, de acuerdo con el Artículo 271.002 del Código Electoral de Texas, la elección municipal se llevará a cabo en conjunto con otras subdivisiones políticas de los condados de Dallas, Texas y Kaufman, Texas; y

CONSIDERANDO QUE, el Concejo Municipal de la ciudad de Seagoville considera que es de interés público convocar la elección antes mencionada y celebrar un contrato con los condados de Dallas y Kaufman para llevar a cabo dicha elección en conjunto con otras entidades gubernamentales de los condados de Dallas y Kaufman.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, RESUELVE QUE:

SECCIÓN 1. Por la presente se ordena la celebración de una elección municipal general el 3 de mayo de 2025 con el fin de permitir que los votantes calificados de la ciudad de Seagoville elijan a un alcalde para un período de dos (2) años, un regidor para el lugar 2 por un período de dos (2) años y un regidor para el lugar 4 por un período de dos (2) años.

SECCIÓN 2. La elección se llevará a cabo en conjunto con el Departamento de Elecciones del Condado de Dallas y el Departamento de Elecciones del Condado de Kaufman el 3 de mayo de 2025, de conformidad con los Capítulos 31 y 271 del Código Electoral de Texas y un Acuerdo de Elección Conjunta y Contrato de Servicios Electorales entre la Ciudad de Seagoville, el Condado de Dallas y otras subdivisiones políticas (el “Acuerdo de Elecciones Conjuntas del Condado de Dallas”) y un Contrato de Servicios Electorales Conjuntos entre la Ciudad de Seagoville, el Condado de Kaufman y otras subdivisiones políticas (el “Acuerdo de Elecciones Conjuntas del Condado de Kaufman”).

SECCION 3. El distrito electoral y el lugar de votación de dichas elecciones abrirán el día de la elección a las 7:00 a.m. y cerrarán a las 7:00 p.m. en la siguiente ubicación:

Condado de Dallas:
Seagoville City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Condado de Kaufman: (ubicación principal)
Biblioteca del condado de Kaufman
3790 S. Hoston Street
Kaufman, Texas 75142

SECCIÓN 4. Conforme al Acuerdo de Elecciones Conjuntas, Heider Garcia, administrador electoral del condado de Dallas, desempeñará el cargo de administrador electoral para la elección del condado de Dallas. De conformidad con el Acuerdo de Elecciones Conjuntas del Condado de Kaufman, Tandi Smith, la Administradora de Elecciones del Condado de Kaufman, actuará como Administradora de Elecciones para las elecciones en el Condado de Kaufman. Todos los funcionarios electorales serán los designados por el administrador electoral a partir de la lista de jueces electorales propuestos y anexada al Acuerdo de Elecciones Conjuntas o seleccionados conforme a los términos de dicho acuerdo y, en la medida en que lo exija la ley, dichos funcionarios electorales quedan formalmente designados.

SECCIÓN 5. La votación anticipada en persona en el condado de Dallas se llevará a cabo en Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159, y en el condado de Kaufman se llevará a cabo en la biblioteca del condado de Kaufman en 3790 S. Houston Street, Kaufman, Texas 75142. La votación anticipada comenzará el martes 22 de abril de 2025 y continuará hasta el martes 29 de abril de 2025, en los horarios que se indican a continuación:

<u>Fechas de votación anticipada</u>		<u>Horarios de votación</u>
del 22 de abril al 25 de abril	martes a viernes	de 8 a.m a 5 p.m.
26 de abril	sábado (Condado de Dallas)	de 7:00 a.m. a 7:00 p.m.
26 de abril	sábado (Condado de Kaufman)	de 8 a.m a 5 p.m.
27 de abril	domingo	de 12 p.m. a 6 p.m.
28 y 29 de abril	lunes y martes	de 7:00 a.m. a 7:00 p.m.

Se determinarán lugares adicionales para la votación anticipada según el Acuerdo de Elección Conjunta y el Contrato de Servicios Electorales correspondientes con el Condado de Dallas y el Condado de Kaufman.

SECCIÓN 6. Por la presente se designa a los Administradores Electorales del Condado de Dallas y del Condado de Kaufman para que actúen como Secretarios de Votación Anticipada para las elecciones en sus respectivas jurisdicciones y los empleados permanentes del condado de dichos Administradores Electorales son designados como secretarios adjuntos de votación anticipada. Se creará una Junta de Boletas de Votación Anticipada para procesar los resultados de la votación anticipada conforme al Artículo 87.007 del Código Electoral de Texas.

SECCIÓN 7. Las solicitudes para boletas de votación anticipada por correo deben recibirse a más tardar al cierre de operaciones del martes, 22 de abril de 2025.

Para los residentes del condado de Dallas, las solicitudes pueden enviarse por correo postal, entrega por mensajería, fax o correo electrónico:

Correo postal o mensajería: Dallas County Elections Department
1520 Round Table Drive
Dallas, TX 75247
Fax: 214-819-6303
E-mail evapplications@dallascounty.org

Para los residentes del condado de Kaufman, las solicitudes pueden enviarse por correo postal, entrega por mensajería, fax o correo electrónico:

Correo postal o mensajería: Kaufman County Elections Department
P.O. Box 1347
Kaufman, Texas 75142
Fax: 972-932-1413
E-Mail: elections@kaufmancounty.net

SECCIÓN 8. El aviso de la elección se publicará una vez en el periódico oficial de la ciudad no antes del día 30 o después del día 10 previo a la jornada electoral, y se colocará en la ventana principal utilizada para publicar avisos de reuniones del Concejo Municipal a más tardar el día 21 antes de la elección. Se conservará una copia del aviso publicado que contenga el nombre del periódico y la fecha de publicación como registro de dicha notificación, y la persona que publique el aviso dejará constancia de la hora de publicación, la fecha de inicio y el lugar de publicación.

SECCIÓN 9. El período de presentación de solicitudes de candidatura para la boleta electoral ante el secretario municipal comenzará el 15 de enero de 2025 a las 8:00 a.m. y concluirá el 14 de febrero de 2025 a las 5:00 p.m., conforme a los Artículos 143.006 y 143.007 del Código Electoral de Texas.

SECCIÓN 10. La elección se llevará a cabo de conformidad con los Estatutos municipales y las leyes electorales del Estado de Texas. Se declarará electo para cada cargo al candidato que obtenga la mayoría de los votos emitidos, quien ejercerá su mandato hasta que su sucesor sea debidamente electo y asuma el cargo.

SECCIÓN 11. En caso de que sea necesaria una segunda vuelta electoral, el Administrador de Elecciones del Condado de Dallas y el Administrador de Elecciones del Condado de Kaufman llevarán a cabo la segunda vuelta electoral el sábado 7 de junio de 2025. La votación anticipada en persona con respecto a dichas elecciones de segunda vuelta se realizará según lo determinen el Administrador de Elecciones del Condado de Dallas y el Administrador de Elecciones del Condado de Kaufman.

SECCIÓN 12. De conformidad con el Artículo 123.001 del Código Electoral de Texas, se adoptan los Sistemas de Votación de Registro Directo y Escaneo Óptico aprobados por el Secretario de Estado para las elecciones del 3 de mayo de 2025.

SECCIÓN 13. Esta resolución deberá interpretarse en conjunto con cualquier acción de la Corte de Comisionados de los Condados de Dallas y Kaufman relacionada con la celebración de una elección conjunta con otras entidades públicas, según lo aquí previsto.

SECCIÓN 14. Por la presente se autoriza al administrador municipal a negociar y celebrar un contrato para la elección conjunta y los servicios electorales con los condados de Dallas y Kaufman en calidad de representante autorizado de la ciudad.

SECCIÓN 15. Por la presente se autoriza y ordena al secretario municipal a presentar, publicar o anunciar, en el tiempo y la manera prescritos por la ley, todos los avisos que deban ser presentados, publicados o anunciados en relación con la realización de esta elección.

SECCIÓN 16. Esta resolución entrará en vigor inmediatamente después de su aprobación.

APROBADA Y ADOPTADA POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE SEAGOVILLE, TEXAS, EL DÍA 3 DE FEBRERO DE 2025.

APROBADO:

Lackey Stepper Sebastian, alcalde

Testigo:

Sara Egan, secretaria municipal

Aprobado en cuanto a la forma:

Chris Metcalf, subprocurador municipal
4932-1849-1923, v. 1

NGHỊ QUYẾT SỐ

NGHỊ QUYẾT CỦA HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE, TEXAS, RA LỆNH TỔ CHỨC TỔNG TUYỂN CỬ VÀO NGÀY 3 THÁNG 5 NĂM 2025, NHẪM MỤC ĐÍCH BẦU CHỌN CÁC CÁ NHÂN VÀO CHỨC VỤ THỊ TRƯỞNG VÀ THÀNH VIÊN HỘI ĐỒNG Ở VỊ TRÍ SỐ 2 VÀ SỐ 4; CHO PHÉP TỔ CHỨC BẦU CỬ CHUNG VỚI CÁC ĐƠN VỊ CHÍNH TRỊ KHÁC CỦA QUẬN DALLAS VÀ QUẬN KAUFMAN; CHO PHÉP NGƯỜI QUẢN LÝ THÀNH PHỐ THỰC HIỆN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUẬN DALLAS VÀ QUẬN KAUFMAN; QUY ĐỊNH NGÀY BẦU CỬ VÒNG HAI; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC.

XÉT RẰNG, cuộc tổng tuyển cử cho Thành phố Seagoville, theo quy định của Bộ luật Bầu cử bang Texas, phải được tổ chức vào ngày 3 tháng 5 năm 2025, thời điểm mà cử tri sẽ bầu ra người nắm giữ các chức vụ Thị trưởng và Vị trí số 2 và số 4 của Hội đồng Thành phố; và

XÉT RẰNG, theo Mục 271.002 của Bộ luật Bầu cử Texas, cuộc bầu cử Thành phố sẽ được tiến hành cùng với các phân khu chính trị khác của Quận Dallas, Texas và Kaufman, Texas; và

XÉT RẰNG, Hội đồng Thành phố của Thành phố Seagoville nhận thấy việc kêu gọi cuộc bầu cử nói trên và ký kết hợp đồng với Quận Dallas và Quận Kaufman để tiến hành cuộc bầu cử nói trên cùng với các cơ quan chính quyền khác của Quận Dallas và Quận Kaufman là vì lợi ích chung.

VÌ VẬY, NAY, HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE BANG TEXAS RA NGHỊ QUYẾT:

MỤC 1. Theo đây, một cuộc tổng tuyển cử thành phố được lệnh tổ chức vào ngày 3 tháng 5 năm 2025 nhằm mục đích cho phép các cử tri đủ điều kiện của Thành phố Seagoville bầu một Ủy viên Hội đồng cho Vị trí 1 để phục vụ nhiệm kỳ hai (2) năm, một Ủy viên Hội đồng cho Vị trí 2 sẽ phục vụ nhiệm kỳ hai (2) năm và một Ủy viên Hội đồng cho Vị trí 4 để phục vụ nhiệm kỳ hai (2) năm.

MỤC 2. Cuộc bầu cử sẽ được tiến hành chung với Sở Bầu cử Quận Dallas và Sở Bầu cử Quận Kaufman vào ngày 3 tháng 5 năm 2025, theo Chương 31 và 271, Bộ luật Bầu cử Texas và Thỏa thuận Bầu cử Chung và Hợp đồng Dịch vụ Bầu cử giữa Thành phố Seagoville, Quận Dallas và các đơn vị chính trị khác (“Thỏa thuận Bầu cử Chung của Quận Dallas”) và Hợp đồng Dịch vụ Bầu cử Chung giữa Thành phố Seagoville, Quận Kaufman và các đơn vị chính trị khác (“Thỏa thuận Bầu cử Chung của Quận Kaufman”).

MỤC 3. Khu bầu cử và địa điểm bỏ phiếu của các cuộc bầu cử nói trên sẽ mở cửa vào Ngày Bầu cử lúc 7 giờ sáng và đóng cửa lúc 7 giờ tối tại địa điểm sau:

Quận Dallas:
Tòa thị chính Seagoville
702 N. Hwy 175
Seagoville, Texas 75159

Quận Kaufman: (vị trí chính)
Thư viện Quận Kaufman
3790 S. Houston
Kaufman, Texas 75142

MỤC 4. Theo Thỏa thuận bầu cử chung Quận Dallas, Heider Garcia, Viên chức Quản lý Bầu cử quận Dallas, sẽ giữ vai trò Viên chức Quản lý Bầu cử cho cuộc bầu cử Quận Dallas. Theo Thỏa thuận bầu cử chung của Quận Kaufman, Tandi Smith, Viên chức quản lý bầu cử của Quận Kaufman, sẽ phục vụ với tư cách là Viên chức quản lý bầu cử cho cuộc bầu cử tại Quận Kaufman. Tất cả viên chức bầu cử sẽ là những viên chức được Viên chức Quản lý Bầu cử bổ nhiệm vào các vị trí đó từ danh sách các thẩm phán bầu cử được đề xuất liệt kê trong phụ lục đính kèm Thỏa thuận Bầu cử Chung hoặc được lựa chọn theo các điều khoản của Thỏa thuận Bầu cử Chung, và trong phạm vi được yêu cầu theo luật, những viên chức bầu cử đó được bổ nhiệm như vậy.

MỤC 5. Việc trực tiếp đến bỏ phiếu sớm tại Quận Dallas sẽ được tổ chức tại Tòa thị chính Seagoville, 702 N. Hwy. 175, Seagoville, Texas 75159, và tại Quận Kaufman, sự kiện sẽ được tổ chức tại Thư viện Quận Kaufman, địa chỉ 3790 S. Houston Street, Kaufman, Texas 75142. Việc bỏ phiếu sớm sẽ bắt đầu vào Thứ Ba, ngày 22 tháng 4 năm 2025 và tiếp tục đến Thứ Ba, ngày 29 tháng 4 năm 2025, theo thời gian được nêu dưới đây:

<u>Ngày bỏ phiếu sớm</u>		<u>Thời gian bỏ phiếu</u>
22 tháng 4 – 25 tháng 4	Thứ Ba - Thứ Sáu	8:00 sáng đến 5:00 chiều
26 tháng 4	Thứ Bảy (Quận Dallas)	7:00 sáng đến 7:00 tối
26 tháng 4	Thứ Bảy (Quận Kaufman)	8:00 sáng đến 5:00 chiều
27 tháng 4	Chủ Nhật	12:00 trưa đến 6:00 chiều
Ngày 28-29 tháng 4	Thứ Hai – Thứ Ba	7:00 sáng đến 7:00 tối

Các địa điểm bỏ phiếu sớm bổ sung sẽ được xác định theo Thỏa thuận bầu cử chung và Hợp đồng dịch vụ bầu cử hiện hành với Quận Dallas và Quận Kaufman

MỤC 6. Các Viên chức Bầu cử của Quận Dallas và Quận Kaufman được bổ nhiệm làm Thư ký Bỏ phiếu Sớm cho các cuộc bầu cử trong khu vực tài phán tương ứng của họ và các nhân viên thường trực của các Viên chức Bầu cử đó được bổ nhiệm làm phó thư ký bỏ phiếu sớm. Hội đồng Bỏ phiếu Sớm sẽ được thành lập để xử lý kết quả bỏ phiếu sớm theo Mục 87.007 của Bộ luật bầu cử Texas.

MỤC 7. Đăng ký bầu qua thư (ABBM) phải được nhận không muộn hơn giờ kết thúc làm việc vào thứ Ba ngày 22 tháng 4 năm 2025.

Đối với cư dân ở Quận Dallas, đơn đăng ký có thể được gửi qua thư, chuyển phát nhanh, fax hoặc email:

Thư hoặc Chuyển phát: Dallas County Elections Department
1520 Round Table Drive
Dallas, TX 75247
Số fax: 214-819-6303
E-mail: evapplications@dallascounty.org

Đối với cư dân ở Quận Kaufman, đơn đăng ký có thể được gửi qua thư, dịch vụ chuyển phát nhanh, fax hoặc email:

Thư hoặc Chuyển phát: Kaufman County Elections Department
P.O. Box 1347
Kaufman, TX 75142
Số fax: 972-932-1413
E-mail: elections@kaufmancounty.net

MỤC 8. Thông báo về cuộc bầu cử sẽ được đăng một lần trên tờ báo chính thức của Thành phố không sớm hơn ngày thứ 30 hoặc muộn hơn ngày thứ 10 trước Ngày Bầu cử và sẽ được dán trên cửa sổ phía trước dùng để đăng thông báo về các cuộc họp Hội đồng Thành phố không muộn hơn ngày thứ 21 trước Ngày bầu cử. Bản sao của thông báo được đăng, trong đó có ghi tên tờ báo và ngày đăng, sẽ được lưu làm hồ sơ của thông báo đó, và người đăng thông báo phải lập biên bản về thời gian đăng, ngày bắt đầu đăng và địa điểm đăng.

MỤC 9. Ngày đầu tiên để ứng cử viên nộp đơn đăng ký một vị trí trong lá phiếu với Thư ký Thành phố cho cuộc bầu cử không sớm hơn ngày 15 tháng 1 năm 2025, lúc 8 giờ sáng, và ngày cuối cùng để nộp đơn không muộn hơn ngày 14 tháng 2, 2025, lúc 5 giờ chiều, chiều theo Mục 143.006 và 143.007 của Bộ luật Bầu cử.

MỤC 10. Cuộc bầu cử sẽ được tiến hành theo Hiến chương Thành phố và luật bầu cử của Bang Texas. Ứng cử viên cho mỗi chức vụ nhận được đa số phiếu bầu cho tất cả các ứng cử viên sẽ được bầu để đảm nhiệm nhiệm kỳ đó hoặc cho đến khi người kế nhiệm được bầu hợp pháp và đủ tiêu chuẩn.

MỤC 11. Trong trường hợp cần phải tổ chức bầu cử vòng hai, Viên chức quản lý Bầu cử Quận Dallas và Viên chức quản lý Bầu cử Quận Kaufman sẽ tiến hành bầu cử vòng hai vào Thứ Bảy, ngày 7 tháng 6 năm 2025. Việc bỏ phiếu sớm bằng cách đích thân đến bỏ phiếu trong cuộc bầu cử vòng hai sẽ do Viên chức Quản lý bầu cử Quận Dallas và Viên chức Quản lý bầu cử Quận Kaufman quyết định.

MỤC 12. Theo Mục 123.001 của Bộ luật Bầu cử Texas, Hệ thống Bỏ phiếu Trực tiếp và Quét Quang học đã được Bộ trưởng Ngoại giao phê duyệt theo đây sẽ được áp dụng cho cuộc bầu cử vào ngày 3 tháng 5 năm 2025.

MỤC 13. Nghị quyết này sẽ được hiểu là bất kỳ hành động nào của Tòa án Ủy viên Quận Dallas và Quận Kaufman quy định về việc tiến hành một cuộc bầu cử chung với các tổ chức công khác như được dự tính trong tài liệu này.

MỤC 14. Theo đây, Viên chức Quản lý Thành phố được ủy quyền đàm phán và thực hiện hợp đồng bầu cử và dịch vụ bầu cử chung với Quận Dallas và Quận Kaufman với tư cách là đại diện được ủy quyền của Thành phố.

MỤC 15. Theo đây, Thư ký Thành phố được ủy quyền và được chỉ đạo nộp, xuất bản và/hoặc đăng tải, theo thời gian và cách thức theo quy định của pháp luật, tất cả các thông báo bắt buộc phải được nộp, xuất bản và/hoặc đăng liên quan đến việc tiến hành cuộc bầu cử này.

MỤC 16. Nghị quyết này có hiệu lực ngay sau khi được thông qua.

ĐƯỢC HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE, BANG TEXAS, THÔNG QUA VÀ PHÊ DUYỆT NGÀY 3 THÁNG 2 NĂM 2025.

ĐÃ PHÊ DUYỆT:

Lackey Stepper Sebastian, Thị trưởng

Chứng thực:

Sara Egan, Thư ký Thành phố

Được phê duyệt dưới dạng:

Chris Metcalf, Trợ lý Luật sư thành phố
4932-1849-1923, v. 1

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

[Insert List of Participating Political Subdivisions]

(Collectively, “Participating Political Subdivision(s)”)

FOR THE CONDUCT OF JOINT ELECTION
TO BE HELD SATURDAY, MAY 3, 2025
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT

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

- a) Heider Garcia 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, Heider Garcia 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 and Chapter 271 of Title 16 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 E” of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The Elections Administrator, DCED, and the Participating Political Subdivisions together may be referred to collectively as “Parties” or individually as “Party.”
- b) The Participating Political Subdivisions are hereby participating with each other in this Joint Election to be held in Dallas County, Texas on Saturday, May 3, 2025, 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 and Chapter 271 of Title 16 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint Election unless otherwise agreed in writing.
- 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 a contract to furnish the election services requested within this Election Services Contract.
- d) Pursuant to Texas Election Code Section 2.025 and Texas Secretary of State Election Advisory No. 2024-38, if a runoff election is necessary, the date of the runoff for this Joint Election would be Saturday, June 7, 2025 (“Joint Runoff Election”). 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 Friday, May 17, 2025, 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 based on the formula in Section 10(b), and such estimated costs will be paid in accordance with Section 10(e) ("Joint Runoff Fees"). Early voting polling place(s) and vote centers for any runoff will be established in accordance with Texas Election Code §§ 43.004 and 43.007.

- e) Joint Runoff Fees will be deposited into a special and separate Joint Runoff Election account. The Joint Runoff Fees must be deposited within seven (7) days after DCED provides unofficial results.
 - f) In the event of a recount and upon a Participating Political Subdivision's written request, the DCED will provide assistance for a recount to the extent permitted and in accordance with Title 13 of the Texas Election Code ("Recount(s)"). The Participating Political Subdivisions requesting a Recount shall deposit with DCED the deposit received by the candidate requesting the Recount. DCED will bill each requesting Participating Political Subdivision for providing assistance for any Recounts, and such costs will be in accordance with the allowable costs under the Texas Election Code ("Recount Fees"). Recount Fees will be paid by the requesting Participating Political Subdivisions in accordance with Section 10 (e).
- 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. ("early voting vote center(s), or "early voting polling place(s)"
 - 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 presiding election judges and alternate election judges for Election Day for this Joint Election. Attachment D will not be amended if an emergency appointment is made pursuant to Section 32.007 of the Texas Election Code.
 - e) "Attachment E" is a list of the Participating Political Subdivisions that will be holding

elections in Dallas County election precincts and sub-precincts and the number of registered voters in each of those election precincts or sub-precincts. "Attachment E" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment E" will be amended to reflect the number of registered voters in each election precinct and sub-precinct as of the statutory deadline of April 3, 2025, for voters to submit applications to register to vote or changes of address in this Joint Election.

- f) "Attachment F" will 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) Notwithstanding Section 18, if 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 attachment by email to the email address provided by each Participating Political Subdivision in Attachment F. Such amended attachments will be emailed no later than before the start of the early voting period.

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. Any orders, resolutions, notices, or other documents that are required to be posted to the County's website shall be provided by each Participating Political Subdivision to the Elections Administrator at least three (3) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents shall be posted to the County's website as directed by the Participating Political Subdivisions. Any orders, resolutions, notices, or other documents that are required to be posted at an early voting or election day vote center shall be provided by each Participating Political Subdivision to the Elections Administrator at least seven (7) business days before the statutory deadline to post and such orders, resolutions, notices, or other documents will be provided to each election judge or clerk for posting. The Elections Administrator, and DCED is not responsible for the proper posting or verification of posting of any required notice, order, resolution, or other documents at any early voting or election day vote center. The election judge, clerk, or their designee, at each early voting or election day vote center will be responsible for the posting of any such notice, order, resolution, or other documents. Such documents can be sent to the attention of:

Heider Garcia
Elections Administrator
1520 Round Table Drive,
Dallas, Texas 75247;

or, emailed to

DCECommunications@dallascounty.org

With a copy sent to Heider.Garcia@dallascounty.org on all communications related to legal documents and questions regarding this election.

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

4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are 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)"), and the ES&S DS200 Digital Vote Center Scanner ("Tabulators"). Each of these systems are accessible to voters with physical disabilities. On March 17, 2025, 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.
- b) The Elections Administrator will provide Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting equipment to the vote centers in amounts reasonably sufficient for the anticipated turnout of voters.
- 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 Electronic Poll Books, BMDs, Tabulators, and any other necessary equipment.

5) POLLING PLACES/VOTE CENTERS

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting vote centers listed in "Attachment B" and the Election Day vote centers listed in "Attachment C". Early voting polling places and vote centers 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. Any changes to vote centers are subject to the procedures outlined in Section 43.007 of the Texas Election Code. The Elections Administrator will finalize the vote centers as soon as possible before this Joint Election.
- b) Whenever possible, previously used vote centers that voters are accustomed to using will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used vote centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all vote centers 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 vote center of the four nearest vote centers by driving distance. The Elections Administrator shall be responsible for any notices required 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) In accordance with Section 32.005 of the Texas Election Code, the Participating Political Subdivisions are responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment D" for each vote center listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83. The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Judges and Alternate Judges listed in "Attachment D" by the Participating Political Subdivisions. The alternate presiding judge shall serve as presiding judge for an election if the regularly appointed presiding judge cannot serve. The Elections Administrator will be responsible for the administration of the election judges listed in "Attachment D".
- b) In accordance with Section 32.007 of the Texas Election Code, if a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Election Administrator will name a replacement presiding election judge or alternate election judge, amend "Attachment D" accordingly, and send each Participating Political Subdivision the amended "Attachment D" by email within five (5) business days after naming a replacement presiding judge or alternate presiding judge, and in any event no later than the time for closing the polls for the Joint Election.
- c) In accordance with Section 32.007 of the Texas Election Code if both the presiding election judge and alternate election judge is unable or unwilling to serve, and the presiding officer of the appointing authority is unavailable to appoint a replacement, then the Elections Administrator will name a replacement presiding election judge or alternate presiding judge. .
- d) The Elections Administrator will provide county training programs and applicable notice of such training programs, in accordance with Section 32.114 of the Texas Election Code, for all presiding election judges, alternate election judges, and election clerks for this Joint Election. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- e) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an in-person training class which includes information regarding recent law changes, court rulings, Voter ID laws, poll watcher rules, election equipment, and election procedures. New judges and election clerks must attend an in-person training class.
- f) 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 for both Early Voting and Election Day workers.

- g) To comply with the Federal Voting Rights Act of 1965, as amended, vote centers 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 in which the vote center is located and request assistance in identifying an interpreter. If 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.
- h) The Elections Administrator will notify all 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 ensure that all 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.
- i) 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."
- j) Any Participating Political Subdivision electing to pay their election workers for attending a training class must bear that expense separately from the funds deposited into this Joint Election account.
- k) 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, assistance, and equipment, during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, and other materials used by the presiding election judges and clerks at the vote centers.
- 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 no later than February 24, 2025. The list must be in English, Spanish, and Vietnamese. 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 the propositions. 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 list to the Elections Administrator. The Elections Administrator will use the lists 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 supply a sufficient number of ballots to ensure that there will be more than enough ballots for the Joint Election.

9) RETURNS OF ELECTIONS

- a) The Participating Political Subdivisions will establish 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. The Participating Political Subdivisions will designate the central counting station established by the County and Elections Administrator in accordance with Section 127.001(b) of the Texas Election Code.
- b) The Participating Political Subdivisions hereby, in accordance with Sections 127.002, 127.003, and 127.004 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager: Heider Garcia,
Dallas County Elections Administrator

Tabulation Supervisor: Danielle Grant,
Central Count Station Manager

Assistant Tabulation Supervisor: Angelica Munoz,
Central Count Station Lead Clerk

Assistant Tabulation Supervisor: Michelle Lee,
Central Count Station Lead Clerk

The Participating Political Subdivisions hereby, in accordance with Sections 127.005 of the Texas Election Code, appoint the following central counting station officials:

Presiding Judge: Brylon Franklin,
Appointed by the Participating Entities

Alternate Presiding Judge: [TBD],
Appointed by the Participating Entities

The Participating Political Subdivisions acknowledge that approval of this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the central counting station.

- c) The Central Count Station Manager or their representative will deliver timely, cumulative reports of the Joint 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 Joint Election to the Participating Political Subdivisions, candidates, press, and the 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 the results from 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 no later than May 14, 2025. 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, an incorrect submission of ballot language by the Participating Political Subdivision, or the failure of a Participating Political Subdivision to submit their final ballot language, then the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots including expenses for expedited services and "Attachment A" will be amended by the Election Administrator. Any additional expenses, including but not limited to, additional early voting polling places and/or election day vote centers, that are ordered by a court of competent jurisdiction, shall be paid for by the Participating Political Subdivisions using the same formula listed in Section 10(b).
- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the total cost of the Joint Election multiplied by the Participating Political Subdivision's percentage of the total current, and active registered voters for the Joint Election ("Election Cost(s)"). Any special request(s) for additional vote center(s), early voting polling place(s), supplies, personnel, or equipment beyond what is allocated and anticipated for the Joint Election will be billed separately as additional costs ("Special Request Fee(s)"). Special Request Fees will be paid by the Participating Political Subdivision making the request. If the special request(s) is agreed to by all Participating Political Subdivisions and stated in this Election Services Contract, then the fees for the special request(s) will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs. A Special Request Fee will not be assessed against a Participating Political Subdivision who requests an early voting polling place within their jurisdiction if an early voting polling place is not already located in their jurisdiction ("Early Voting Request"). The costs for any Early Voting Request will be allocated amongst all the Participating Political Subdivisions based on the formula for determining Election Costs.
- 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 Joint 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 Joint Runoff Election, if any.
- e) If the Elections Administrator requires additional funds to perform their obligations under

this Election Services Contract that is more than the estimate listed in "Attachment A" or any estimate provided for Joint Runoff Fees, then the Elections Administrator will bill each Participating Political Subdivision using the same formula listed in Section 10(b) ("Joint Election Fees"). If the Elections Administrator requires additional funds to assist in any Recounts that is more than the estimate provided for Recount Fees, then the Elections Administrator will bill each Participating Political Subdivision that is participating in a Recount for such fees ("Final Recount Fees"). An invoice will be sent to each Participating Political Subdivision which will include the Joint Election Fees, Special Request Fees, and Final Recount Fees ("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 written dispute under Section 17 of this Election Services Contract. As soon as practicable after all expenses of this Joint Election are paid and disputes, if any, resolved, any funds 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(s)"). Refunds will be prorated in accordance with the Participating Political Subdivisions' respective share of the costs, not including any costs for conducting the Joint Election for which the respective Participating Political Subdivisions may be separately responsible as provided in this Contract.

11) DEPOSIT OF FUNDS

- a) Attachment A details the cost and expenses anticipated for the Joint Election. Participating Political Subdivisions will initially receive an estimated cost from the Elections Administrator. The Final Bill will be distributed in accordance with Section 10 (d). Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department one hundred (100%) percent of the full balance of money listed for its respective entity in "Attachment A: Deposit of Funds Detail" of this Election Services Contract not later than March 10, 2025. 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 the 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 expenses for the Joint Election that are included in "Attachment A" to this Election Services Contract and for other expenses to which all of the Participating Political Subdivisions agree to in writing.

- d) If a Participating Political Subdivision withdraws completely from this Joint Election on or before March 14, 2025, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less the Participating Political Subdivision's prorated share of (i) any funds already expended before the withdrawal and (ii) less the general supervision supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal of a Participating Political Subdivision from this Joint Election, the Participating Political Subdivisions shall not be entitled to a refund of the deposit.
- 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) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Heider Garcia
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: _91492__

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 500 Elm Street, Suite 6300, Dallas, Texas 75202.
- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the precinct election records that are distributed to the Elections Administrator at the Elections Administrator's main offices and Elections Warehouse for sixty (60) days after the date of this Joint Election. At any point sixty (60) days after the date of the Joint Election, the Elections Administrator may arrange for transport of precinct election

records for the Joint Election to the Dallas County Record Storage facility. If so, the precinct election records will then become the responsibility of Dallas County Record Storage for the remainder of the twenty-two (22) month preservation period. If the Elections Administrator does not transport the precinct election records to the Dallas County Records Storage facility, then the precinct election records will remain the responsibility of the Elections Administrator for the remainder of the twenty-two (22) month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from the 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) A Participating Political Subdivision must notify the Elections Administrator in writing not later than three (3) business days after any official or employee of the Participating Political Subdivision becomes aware of any election contest, litigation, or criminal investigation or proceeding in connection with this Joint Election or the Joint Runoff Election. In accordance with Section 1.013 of the Texas Election Code, the election records of the Joint Election and/or Joint Runoff Election, as applicable, must be preserved until any election contest, litigation, or any criminal investigation or proceeding is completed and a judgment, if any, becomes final. Also, the election records of the Joint Election and/or Joint Runoff Election, as applicable, that are within the scope of an active or pending request for public information related to such election records will be maintained by the Elections Administrator until such 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.
- f) If the Participating Political Subdivisions have changed their single-member districts since their last election, the Subdivisions must submit new boundaries by February 14, 2025.
- g) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision by January 14, 2025. Each Participating Political Subdivision will have until February 14, 2025 to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

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 political subdivisions participating in this Joint Election. The deputy early voting clerks will be appointed by the Elections Administrator in accordance with subchapter B of Chapter 83 of the Texas Election Code. Upon request, a list of appointed deputy early

voting clerks will be provided to the Participating Political Subdivisions before the beginning of the early voting period.

- b) 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 agreed by the Parties as follows:

Monday-Friday, April 21-25, 2025, from 8:00 a.m. to 5:00 p.m.

Saturday, April 26, 2025, from 7:00 a.m. to 7:00 p.m.

Sunday, April 27, 2025, from 12:00 p.m. to 6:00 p.m.

Monday-Tuesday, April 28-30, 2025, from 7:00 a.m. to 7:00 p.m.

- c) 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.
- d) 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. The Participating Political Subdivisions agree to appoint Chaka Terrell as the Presiding Judge, and Patti Clapp as the Alternate Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002(b) of the Texas Election Code, the presiding judge will appoint at least one or more members to the Early Voting Ballot Board. The Participating Political Subdivisions may submit one individual for consideration by the presiding judge to be appointed as a member of the Early Voting Ballot Board and will notify DCED of the individual's name, telephone number, mailing address, and email address, if any, no later than April 4, 2025. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision by April 11, 2025. The Participating Political Subdivisions acknowledge that approval of this Election Services Contract shall constitute approval and appointment of the Presiding and Alternate Presiding Judge listed above for the Early Voting Ballot Board.
- e) A signature verification committee will not be appointed, and signature verification duties will be performed by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code.
- h) 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, their 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 at either the Elections Department or an Early Voting location. 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 Political Subdivision's obligation to

pay for service rendered in good faith. Additionally, DCED will conduct a review of all poll workers against the Texas Public Sex Offender Registry and provide the results to the Participating Political Subdivisions.

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 providing a link to a website posting.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded if a Participating Political Subdivision withdraws 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) Within ten (10) business days after receiving a withdrawal from the Joint Election in accordance with this Election Services Contract, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all 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 17, if: i) 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 ii) 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 written dispute must be requested in accordance with

Section 17(c) below.

- c) 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 and the other Participating Political Subdivisions. This Dispute Notice must be received by the Elections Administrator and the Participating Political Subdivisions no later than fourteen (14) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: i) an itemization of the disputed charge(s) by the Participating Political Subdivision; ii) the basis for the dispute; iii) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and iv) documentation, if available, 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.
- d) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(c), 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.
- e) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(c), the Participating Political Subdivision will also have the right to conduct a good faith financial audit of the deposits and expenditures related to this Elections Services Contract ("Financial Audit"). 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, the Texas Administrative 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. The results of the Financial Audit must be presented to the Elections Administrator within thirty (30) calendar days after a Dispute Notice is properly submitted and received by the Elections Administrator. If the Financial Audit identifies charges 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 with the Dallas County Auditor. 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.

- f) In the event that a Dispute Notice is properly submitted in accordance with this Contract, all Participating Political Subdivisions shall have ten (10) business days after its receipt of the Dispute Notice to provide any applicable documentation in support of or against the Dispute Notice to the Elections Administrator. All Participating Political Subdivisions acknowledge that a Dispute Notice submitted by another Participating Political Subdivision may result in an adjustment to their Final Bill or Refund. If the Elections Administrator and the Dallas County Auditor determine pursuant to a Dispute Notice, or a Financial Audit, that an adjustment to the Final Bills or Refunds for any of the Participating Political Subdivisions is warranted, then the Elections Administrator and Dallas County Auditor will submit their determination of a Final Adjusted Bill or Adjusted Refund to the Dallas County Commissioners Court for approval. Any Final Adjusted Bill or Adjusted Refund approved by the Dallas County Commissioners Court will be due and payable within thirty (30) calendar days after receipt by the Participating Political Subdivisions.
- g) The Participating Political Subdivisions acknowledge that 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 to and written approval by the Dallas County Elections Administrator. 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:

Heider Garcia
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

All Participating Political Subdivisions:

The physical addresses as listed in "Attachment F".

Any written notice required under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective physical address set forth above, or at such other addresses as shall be specified by written notice

delivered in accordance this notice section.

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 A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT 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) PLURALITY, 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 respective agents, or employees, are 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 duties directly administered by the Participating Political Subdivision. 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

Dallas County and 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, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Contract. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

WITNESS HEREOF, the Parties have executed this Election Services Contract to be effective as of the date of the last of the Parties to sign.

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM*

HEIDER GARCIA
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

JAMES R. PALOMO
ASSISTANT DISTRICT ATTORNEY
DALLAS COUNTY DISTRICT
ATTORNEY'S OFFICE
CIVIL DIVISION

DATE:

*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 _____ on this _____ day of _____, 2025:

APPROVED

[INSERT NAME AND POSITION]



May 3, 2025
Joint Election
Contract for Joint Election Services



May 3, 2025 Joint Election

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THE STATE OF TEXAS
KAUFMAN COUNTY

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JOINT CONTRACT FOR
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following **AS OF FEBRUARY 11, 2025:**

CITY OF COMBINE
CITY OF COTTONWOOD
CITY OF CRANDALL
CITY OF FORNEY
CITY OF HEATH
CITY OF KAUFMAN
CITY OF KEMP
CITY OF MABANK (Kaufman County Portion Only)
CITY OF POST OAK BEND
CITY OF ROSSER
CITY OF SCURRY
CITY OF TALTY
CITY OF TERRELL
TOWN OF POETRY
CRANDALL ISD
FORNEY ISD
KAUFMAN ISD
KEMP ISD
MABANK ISD (Kaufman County Portion Only)
ROCKWALL ISD (Kaufman County Portion Only)
SCURRY ROSSER ISD
TERRELL ISD
WILLS POINT ISD
ABLES SPRINGS SPECIAL UTILITY DISTRICT
COLLEGE MOUND SPECIAL UTILITY DISTRICT
HIGH POINT SPECIAL UTILITY DISTRICT
ROSE HILL SPECIAL UTILITY DISTRICT
MACABEE SPECIAL UTILITY DISTRICT
TALTY SPECIAL UTILITY DISTRICT
KAUFMAN COUNTY FRESHWATER SUPPLY DISTRICT NO. 6

hereinafter referred to as "Participating Political Subdivisions" and TANDI SMITH, Elections Administrator of Kaufman County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code, agree to the following particulars regarding coordination, supervision and running of the May 3, 2025, Joint Election for the Joint Election Participants in voting precincts in Kaufman County only.



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

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station, and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment made by Commissioners' Court and/or the Elections Board. The County Election Officer will help determine the number of clerks to work at the polls. Election judges and early voting personnel shall be secured by the County Election Officer. The presiding election judge of each polling place will use his/her discretion to determine IF additional manpower is needed during peak voting hours and notify the County Election Officer.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. Unless, they have completed a course on Election Laws and Procedures in-person within the last 90 days in Kaufman County. Date and location of these schools of instruction are to be determined.
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$16.00 per hour and clerks shall receive \$14.00 per hour for services. Each election day judge shall receive \$16.00 per hour for services rendered; each alternate judge shall receive \$14.00 per hour for services; and clerk shall receive \$14.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services. Central Counting Station and Outside Tabulation personnel shall receive \$20.00 per hour for services rendered and will receive compensation for no less than four (4) hours of pay regardless of the hours served. Each worker that attends training class shall receive compensation of a \$20 training stipend per election. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)



- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 1. Equipment includes the rental of the DS200 voting machines (1 per site), ADA ExpressVote marking devices (4 or more per site), ballot box, voting signs, and laptop computers.
 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, name tags, etc.
- C. The County Election Officer, Tandi Smith, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time periods and at the locations listed in Exhibit "A", attached, and incorporated by reference into this contract. Cities are required to have 2 days of 12-hour voting and those will be the last 2 days of early voting.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting locations within Kaufman County. Kaufman County Library, 3790 S. Houston St., Kaufman, Texas 75142 will serve as the Main Polling Location for this election.



- d. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Kaufman County Elections Department.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Tandi Smith, Early Voting Clerk, PO Box 1347, Kaufman, Texas 75142
or faxed to 972-932-1413- or email a scanned copy of signed application to elections@kaufmancounty.net. *(If faxed or emailed, then must receive original application within 4 days)*
Applications for ballot by mail must be received no later than close of business on Tuesday, April 22, 2025.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
 - g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.
- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, security and/or custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached, and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached, and incorporated by reference into this contract.
 - d. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Kaufman County.



- e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L&A) of the electronic voting system shall be conducted. County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.
 - c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Kaufman County website (WWW.KAUFMANCOUNTY.NET). Provisional ballots will be tabulated after election night in accordance with law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters (Combination Forms) from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
 - f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.



- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance with the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 3, 2025, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Tuesday, February 25, 2025.
 2. Exhibit “D” is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 3. The Participating Political Subdivisions shall approve the "ballot proof" prior to printing. Kaufman County will not be responsible for the costs of any corrections to a ballot once approved by the Participating Political Subdivision.
- D. The Participating Political Subdivisions shall post the publication of the “Election Order” and “Election Notice” by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I Part F of this contract)



- E. The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision will have until February 14, 2025, to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct. **KCED will not be responsible for boundaries that are improperly verified.**
- F. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election, for a manual recount this election may require, for storage of election records, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- G. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 75% of the estimated cost to run the said election. No Participating Political Subdivisions deposit shall be less than \$2500.00. **Deposits are due no later than Friday, March 7, 2025.** The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.
The Deposit and signed contract should be delivered within the mandatory time frame to:

**Kaufman County Elections Department
Attn. Tandi Smith, Election Administrator
PO Box 1347
Kaufman, Texas 75142**

Deposits shall be made payable to: "Kaufman County Elections" with the note "for Joint Election Services 2025" included with check documentation.

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

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

- A. All actual shared cost incurred in the conduct of the election will be divided the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. **Any special request made by a Participating Political Subdivision are considered an exceptional cost and will be charged directly to that Political Subdivision.** No participating entity shall be billed less than a minimum expense of \$2500.00 and applicable administrative fee for the conduct of their election.
- B. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on June 7, 2025, as designated by the Texas Secretary of State, if required.
- C. Reconciliation of the final Joint Election Services account cost may take up to 280 days due to invoices generated from various vendors and services utilized to conduct the election. KCED will do its best to provide reconcile within 180 business days if all invoices are received.



IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has formally approved it.
- D. 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.
- E. The Elections Administrator of Kaufman County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in 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. Joint Election Contract is authorized by the Texas Election Code Chapter 271.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Kaufman County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.



- H. Due to recent concerns, if it is determined by the Kaufman County Elections Administrator and the Commissioners Court of Kaufman County that the health and safety of the Kaufman County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Kaufman County Elections Administrator and Commissioners Court of Kaufman County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Kaufman County elects not to handle the election of a local subdivision due to health and safety concerns, then Kaufman County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.
- I. Payments under this ILA shall be made from current revenues available.
- J. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.

WITNESS BY MY HAND THIS THE 11th DAY OF FEBRUARY 2025:

A handwritten signature in blue ink that reads "Tandi Smith".

Tandi Smith, CERA, CPL, REO
Elections Administrator
Kaufman County, Texas

Political Subdivision:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2025.

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed



TO: Mayor and City Council

FROM: Sara Egan, City Secretary

DATE: February 3, 2025

ITEM: 13

DESCRIPTION: Discuss and consider a Resolution approving use of the City's Public, Educational, and Governmental Access Funds, in an amount not to exceed a total of one hundred nine thousand dollars (\$109,000.00), for purchase of software and equipment necessary and required for providing live broadcast streaming of meetings of the City Council and, and as may be applicable other City board or commission meetings or other PEG-eligible content; and authorizing the City Manager to execute all necessary and related documents.

INTRODUCTION

The purpose of this item is to present a funding option for expenditures related to the online streaming of City Council meetings by approving the use of Public, Educational, and Governmental Access Funds.

BACKGROUND

The City collects utility franchise fees from companies that serve the community. These fees, which are based on a percentage of cable operators' gross revenues, can generate PEG funding for municipalities. PEG Funds are designated only for expenditures used to broadcast or stream public-access information. Examples include audio and video production equipment, computers, software, and facilities.

The City currently has approximately one hundred thirty thousand dollars available. Using this funding option reduces the amount of general fund monies used in the initial investment and purchase of streaming related expenses that qualify.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

PEG funds can cover the purchase of software provided by Granicus and the related equipment from Visionality. Both vendors belong to cooperative purchasing groups the City accepts.

Granicus: TIPS 22105

Visionality: DIR-CPO-5092

- Granicus Software Package: \$55,395.71
- Granicus LiveCaption: \$17,820.97
- Visionality (Audio and Video): \$35,407.85
 - System Rack
 - Control Panel
 - 2 Cameras
 - Ceiling Microphone (ensure audio for streaming)

ATTACHMENTS

1. [RES - PEG Funds](#)

2. Granicus - Software Package
3. Granicus - CaptionLive Basic Quote
4. Visionality - AV Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING USE OF THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS ("PEG") FUNDS, IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$109,000.00, FOR PURCHASE OF SOFTWARE AND EQUIPMENT NECESSARY AND REQUIRED FOR PROVIDING LIVE BROADCAST STREAMING OF MEETINGS OF THE CITY COUNCIL AND, AS MAY BE APPLICABLE, OTHER CITY BOARD OR COMMISSION MEETINGS OR OTHER PEG-ELIGIBLE CONTENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AND RELATED DOCUMENTS TO CONFORM HEREWITH; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("City") collects utility franchise fees, as allowed by State law, from companies that serve the community; and

WHEREAS, those fees generate PEG funds for the City which, by State law, are restricted for use only for expenditures used to broadcast or stream public access information; and

WHEREAS, the City currently has approximately \$130,000.00 of available PEG funds; and

WHEREAS, those PEG funds may be used to fund purchases of software and equipment necessary and required for providing live broadcast streaming of the City's PEG eligible content, such as the meetings of the City Council and other applicable Boards and Commissions;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

Section 1. The City Council hereby authorizes the use of City's PEG funds in a total amount not to exceed \$109,000.00 for purchase of software and equipment necessary and required for providing live broadcast streaming of meetings of the City Council and, as may be applicable, other City Board or Commission meetings or other PEG-eligible content and the City Manager is hereby authorized to execute, on behalf of the City, all documents necessary for and related to said purchases.

Section 2. Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 3. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 4. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 3rd day of February, 2025.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney
4914-4757-2498, v. 1-2720, v. 1

Procurement Vehicle: TIPS 220105 In Support of: Seagoville, TX

ORDER DETAILS

Prepared By: Natascha Halley
Phone:
Email: natascha.halley@granicus.com
Order #: Q-312435
Prepared On: 26 Sep 2024
Expires On: 31 Oct 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Boards and Commissions - Setup & Configuration	Up Front	1 Each	\$2,137.50
Boards and Commissions Online Group Training	Upon Delivery	1 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	4 Each	\$760.00
EASET™ H Streaming Appliance	Upon Delivery	1 Each	\$6,535.43
EASET™ or CaptionPrime Setup and Deployment	Upon Delivery	1 Each	\$1,288.96
Essentials Package 4 Setup and Configuration	Up Front	1 Each	\$0.00
GovQA - Online Training	Up Front	1 Each	\$0.00
Online Training – Users	Up Front	1 Each	\$0.00
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	6 Hours	\$0.00
Payment Setup and Configuration	Up Front	1 Each	\$0.00
Additional Storage Setup and Configuration	Up Front	1 Each	\$0.00
Invoicing Setup and Configuration	Up Front	1 Each	\$0.00
Public Records Platform Setup and Configuration	Up Front	1 Each	\$0.00
Redaction Setup and Configuration	Up Front	5 Each	\$0.00
ADFS Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Email Tracking Setup and Configuration	Up Front	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Each	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	4 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
Government Experience Cloud (OPTIMIZE) – Training	Up Front	1 Each	\$0.00
Essential CX Services - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	\$0.00
SUBTOTAL:			\$10,721.89

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Boards and Commissions	Annual	1 Each	\$3,834.66
Open Platform Suite	Annual	1 Each	\$0.00
EASET™ 50	Annual	1 Each	\$13,767.01
Essentials Package 4	Annual	1 Each	\$16,150.00
Peak Agenda Management	Annual	1 Each	\$7,122.15
Payments Module	Annual	1 Each	\$0.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	5 Each	\$0.00
ADFS/Single Sign-on Module	Annual	1 Each	\$0.00
Advanced Email Tracking	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Government Experience Cloud (OPTIMIZE) <i>(Up to 0 Unique Contacts)</i>	Annual	1 Each	\$0.00
Essential CX Services	Annual	1 Each	\$3,800.00

SUBTOTAL:	\$44,673.82
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- *Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Seagoville, TX is able to contact Granicus for a report on how much storage has been used.*

PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Boards and Commissions - Setup & Configuration	<p>Setup and Configuration for Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Configuration of up to one (1) Boards and Commissions site • Up to one (1) data import of historical legacy data from a previous system into Boards and Commissions
Boards and Commissions Online Group Training	<p>Boards and Commissions - Online Group Training is for Group training of Boards and Commissions, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.</p>

Solution	Description
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
EASE™ H Streaming Appliance	Standard streaming encoder with EASE™ software and optional analog distribution: 1U Configuration - SDI, HDMI, DVI, VGA, Component, Composite, S-video Video, Osprey 827e Capture Card, Embedded SDI, AES, SPDIF, HDMI, Balanced (mini XLR), Unbalanced Audio
EASE™ 50	EASE™ 50 Managed Service SaaS: Up To 50 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
EASE™ or CaptionPrime Setup and Deployment	Standard EASE™ encoder setup and remote deployment
Essentials Package 4	Essentials Package 4
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise

Solution	Description
Redaction License (per named user)	Redaction License (per named user)
GovQA - Online Training	GovQA - Online Training
Online Training – Users	Online Training – Users
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: <ul style="list-style-type: none"> • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system. <p>Group training includes:</p> <ol style="list-style-type: none"> 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call Project Manager will conduct check in's along the way.

Solution	Description
Public Records Platform Setup and Configuration	FOIA Platform Setup and Configuration
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Government Experience Cloud (OPTIMIZE)	<p>Government Experience Cloud is a purpose-built software-as-a-service (SaaS) solution that helps local government transform the resident experience to better connect, engage, and serve constituents by increasing workflow efficiencies and maximizing existing technology investments, such as integrations into traditional back-office enterprise solutions. The OPTIMIZE edition is an outcome focused solution that increases efficiency across internal-facing enterprise-wide business systems like permitting and licensing.</p>
Essential CX Services	<p>Essential CX Services includes the following:</p> <ul style="list-style-type: none"> • Up to two (2) one-hour custom and on-demand product training curricula. • Up to two (2) one-hour best practice product guidance • Up to two (2) templates built annually, including a review of product use and strategy.
Essential CX Services - Set-up, Config, and Training	Essential CX Services - Set-up, Config, and Training

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any

and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.

- Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-312435 dated 26 Sep 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Seagoville, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-312435 dated 26 Sep 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

**Procurement Vehicle: TIPS 220105
In Support of: Seagoville, TX****ORDER DETAILS**

Prepared By: Natascha Halley
Phone:
Email: natascha.halley@granicus.com
Order #: Q-398806
Prepared On: 22 Jan 2025
Expires On: 17 Mar 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Advanced Caption Encoder/Decoder	Up Front	1 Each	\$10,059.93
Captioning Software Only	Upon Delivery	1 Each	\$3,242.54
Onsite Install or Site Survey	Upon Delivery	1 Each	\$800.00
SUBTOTAL:			\$14,102.47

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
CaptionLive Basic (Automated)	Annual	75 Hours	\$3,718.50
SUBTOTAL:			\$3,718.50

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
CaptionLive Basic (Automated)	\$3,978.80	\$4,257.31
SUBTOTAL:	\$3,978.80	\$4,257.31

PRODUCT DESCRIPTIONS

Solution	Description
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Onsite Install or Site Survey	Onsite Install or Site Survey, per day.
CaptionLive Basic (Automated)	CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-398806 dated 22 Jan 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Seagoville, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.

- a. Fifty percent (50%) of the total fees due for the hardware will be invoiced upon contract signature. The remaining balance of fees associated with the hardware will be invoiced upon completion of installation of the hardware at Client's designated location.
- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
- c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will commence four (4) months after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.

2. EASE Encoder Hardware.

- a. 100% of EASE encoder hardware fees will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.

- b. Fees for Swagit Subscription Services related to EASE encoders will commence one (1) month after contract execution and will be pro-rated for the first year. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date.
3. **Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-398806 dated 22 Jan 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

SEAGOVILLE, CITY OF COUNCIL CHAMBERS AV UPGRADES -
MULTICAMERA AND AUDIO UPGRADE

10/21/2024



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

PREPARED FOR:

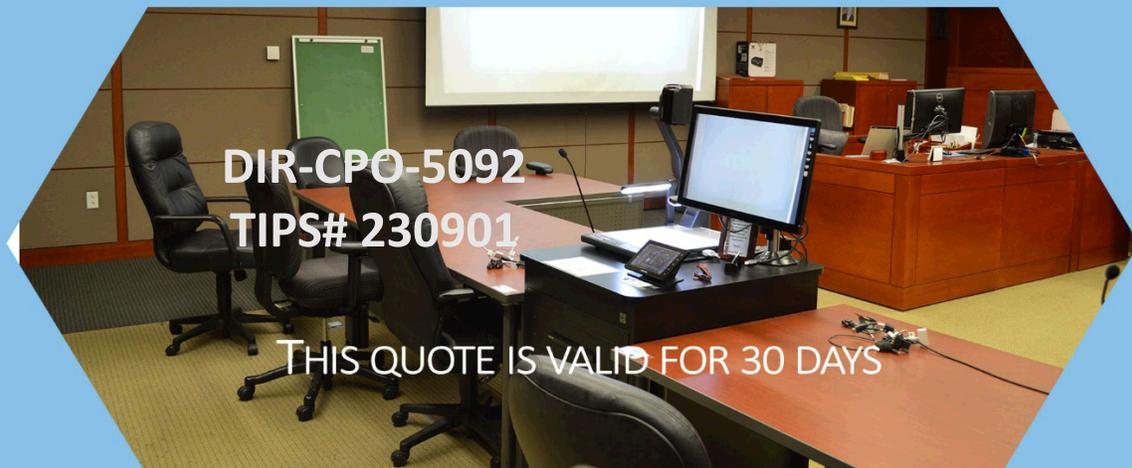
SEAGOVILLE, CITY OF
SARA EGAN

RICHARD BARNETT

SALES MANAGER

RICHARD@VISIONALITY.COM

(214) 276-0124



DIR-CPO-5092
TIPS# 230901

THIS QUOTE IS VALID FOR 30 DAYS

THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggesting which would make our proposal more closely meet your needs, we are happy to work with you you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Seagoville, City of** for the express interest of offering products and services to **Seagoville, City of**. The particulars of this proposal must remain confidential between the personnel of **Seagoville, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Seagoville, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



CONSULTATION

Visonality believes that each customer is unique, and therefore each design should be unique. For this reason, Visonality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.



DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visonality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visonality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal responds with solutions upgrading the audio visual systems in the council chambers for the City of Seagoville.

Executive Summary:

The RAB092624N-01 quotation provides an A/V upgrade delivering multi-windowed video, from two cameras, with a ceiling-mounted microphone for streaming pickup, as well as video routing over a single control interface at the mid-table location.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Council Chambers:
 - a. Courtroom/Chambers layout with gallery.
 - i. Rack to go under central table location.
 - b. Recording, Streaming, and Client-based VTC:
 - i. Video recording and streaming bridge system.
 1. Provide 2 x wall-mounted HD PTZ cameras.
 2. Provide a multiviewer capable of sending the following video signal:
 - a. Digital signage meeting status logo.
 - b. Camera 1 or 2 only.
 - c. Camera 1 with picture-in-picture of camera 2.
 - d. Camera 2 with picture-in-picture of camera 1.
 - e. Content with picture-in-picture of either camera.
 - f. Side-by-Side of camera 1, camera 2, or content.
 - ii. Deliver audio and video signal to SWAGIT recording and streaming system.
 - c. Video:
 - i. Content Inputs:
 1. 1 x OFE PC, at mid-table location.
 2. 1 x Brightside digital signage player, showing 3 graphics:
 - a. Meeting Starting Soon with City Logo.
 - b. Executive Session with City Logo.
 - c. Meeting Ended with City Logo.
 - ii. Primary video outputs:
 1. 1 x OFE ~65" display, ceiling-mounted.
 2. 1 x OFE ~65" display, wall-mounted.
 3. 7 x OFE Dais displays.
 - a. Note, control of all OFE displays will be limited to setting displays to turn on and off when signal is present.
 - b. Note, video distribution to these displays will be reused as-is.
 - d. Audio:
 - i. Inputs:
 1. Content input from OFE PC.
 2. 8 x OFE Shure MX418 gooseneck desktop microphones at dais.
 3. 1 x OFE Shure MX418 gooseneck desktop microphone at lectern.
 - ii. Outputs:
 1. 1 x Existing 6.5" 2-Way In-Ceiling Speaker Set covering Gallery.
 2. 1 x Modular power amplifier.
 - e. Control System:
 - i. Provide 1 x 7" touchpanel at mid-table location.

- f. Floor Track:
 - i. Professional cable management of cabling to the lectern and tables eliminates the existing trip-hazard and taped cables on the floor.
- g. Training/Setup:
 - i. Includes 2-3 mock council meetings to train key personnel on and for final debug of the system.

Description of the project:

The project consists of following solutions:

Project Overview for Council Chambers: Project installs the specified audio and video components within the council chambers, as well as the control system/control interfaces for the overall project. To ensure chambers recording and streaming legality, system feeds both audio and video signal to the SWAGIT recording system. Video pickup occurs over 2 wall-mounted HD PTZ cameras (one for dais pickup, another for podium/gallery pickup), that are easily operated from the control panel via presets and PTZ controls. Content (active presentation) video also delivered to this system, with a video layout processor allowing video feeds of camera 1 or 2-only, content-only, specified-logo-only, side-by-side with camera 1 or 2 and /or other camera or content, picture-in-picture of camera 1 and 2, and picture-in-picture of camera 1 or 2 and content. Within the council chambers, HDMI content input is the OFE PC, and a Brightside digital signage player that sends 1 of 3 logos (Meeting Starting Soon with City Logo, Executive Session with City Logo, and Meeting Ended with City Logo) on-demand to mute the audio and video feed to the SWAGIT system. Primary video output into the chambers reuses the existing feeds of the OFE PC to the two OFE ~65" displays and dais displays. Audio pickup for streaming occurs over 1 Shure MXA ceiling-mounted microphone array. Room audio remains as-is with current microphones, speakers, and mixing stack reused. Overall room control managed via a 7" touchpanel at the center table location. Touchpanel provides an intuitive, simple, easy-to-use control interface with automated macros for room on/off control (that returns the system to a known-good default configuration at each startup), a default landing page that provides display layout selection and overall audio control, and an additional secondary control page for camera control. System delivery includes 2-3 ad-hoc full-scale meetings to debug the system, as well as to progressively train key personnel on the operation of the new system.

Service: Visionality provides a 90-day full warranty on all systems, parts, materials, and labor. Beyond this, Visionality has priced our Gold Limited Service for the first year, which is also renewable for as many subsequent years as the customer wishes, without an increase in service price. Gold level service provides 8 x 5 telephone support for any issues, questions, or other needs concerning the audio visual system, and also includes managing warranty and RMA assistance, over the phone, for hardware component issues that occur over the life of the service contract. Gold limited service provides the requested onsite support for any issues that can't be resolved over the telephone.

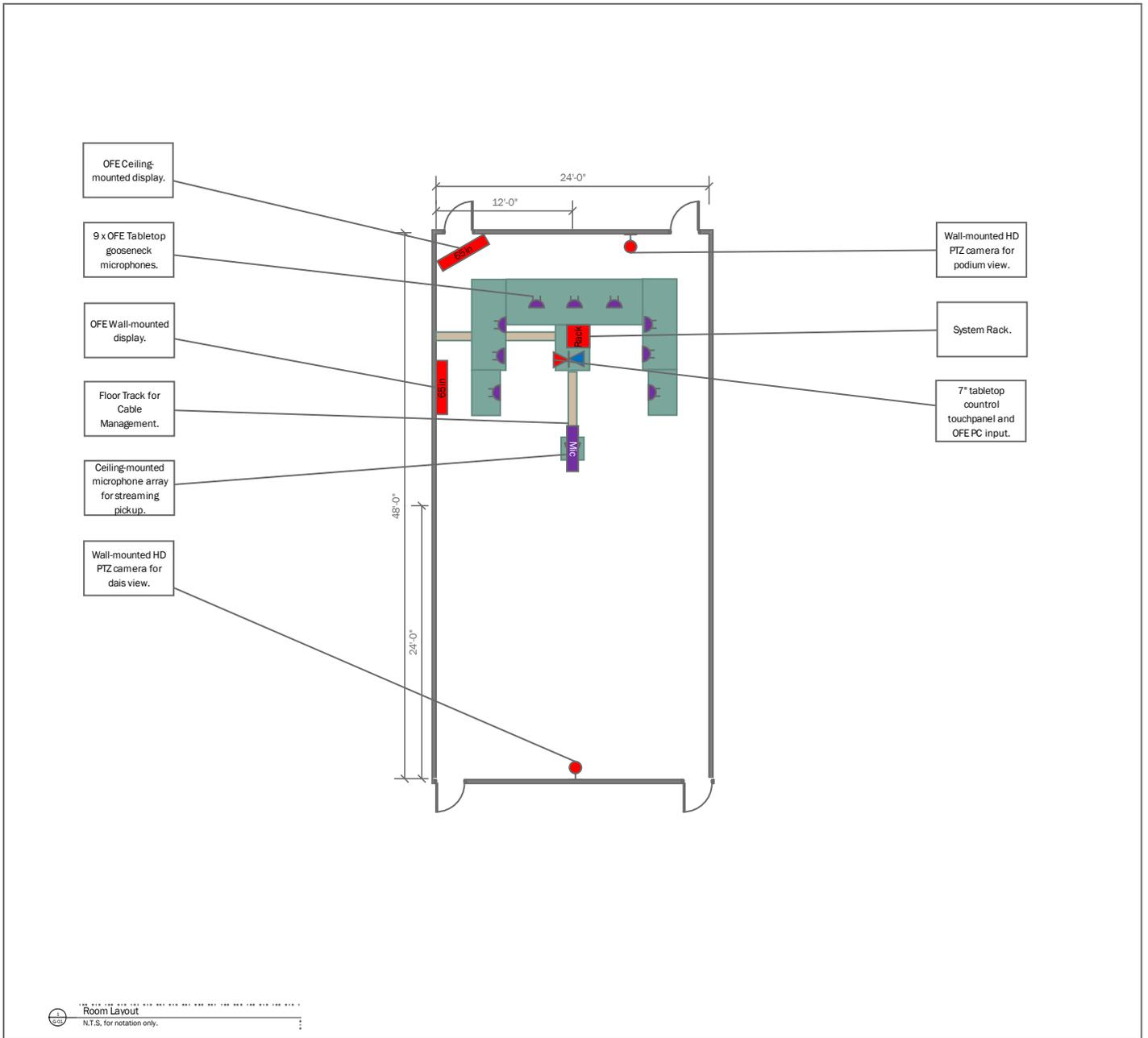
Approach:

Definitions: OFE refers to Owner Furnished Equipment (a device provided by the customer), VTC refers to Video Teleconferencing.

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Project expected to take 2.5 weeks of installation plus an overlapping 2 weeks for commissioning and training.

Standards: Except where noted otherwise, system is designed as close to possible for per Avixa’s “Image System Contrast Ratio” and “Display Image Size for 2D Content in Audiovisual Systems” standards for video, “Energy management for A/V Systems”, “Rack Design for A/V Systems”, “Energy Management for A/V Systems”, and other applicable industry and vendor standards. Implementation will follow Avixa’s “A/V System Performance Verification” with audio implemented to the latest “Measurement and Classification of Audio Coverage Uniformity in Listener Areas” and “Measurement and Classification of Spectral Balance” standards.

Room Layout:



Qty	Description	Unit List Price	Discount Price	Total Price
This Quote is produced for the The Interlocal Purchasing System				
This Quote is produced for the Texas DIR Contract DIR-CPO-5092 (Visionality)				
				
A/V Equipment for Room				\$21,196.10
1.00	Video Conference Equipment	\$9,450.86	\$7,508.90	\$7,508.90
	<i>*Video Conference System*</i>			
	<i>(1) HDMI Multiview/Tiling processor for Multiple View Layouts</i>			
	<i>*Video Conference Cameras*</i>			
	<i>(1) Vaddio Roboshot HD PTZ Camera for Room/Dais View</i>			
	<i>(1) Vaddio Roboshot HD PTZ Camera for Podium/Gallery View</i>			
1.00	Video Equipment	\$343.00	\$293.70	\$293.70
	<i>*Video Inputs*</i>			
	<i>(1) OFE PC or OFE Laptop/Content Feed Input</i>			
	<i>(1) Brightsign Digital Signage Player for Graphics Recall</i>			
	<i>64GB Class 10 Micro SD Memory Card</i>			
	<i>*Video Outputs*</i>			
	<i>(2) OFE Displays</i>			
1.00	Audio System	\$7,480.00	\$5,503.07	\$5,503.07
	<i>*Multichannel Digital Signal Processor*</i>			
	<i>(1) Multichannel Audio Conferencing Processor</i>			
	<i>*Audio Inputs*</i>			
	<i>(1) Content Input from OFE PC</i>			
	<i>(9) OFE Shure MX418 Desktop Gooseneck Microphones</i>			
	<i>(1) OFE Shure Mixer Set for Microphones</i>			
	<i>(1) Shure MXA Series Linear Microphone Array</i>			
	<i>*Audio Outputs*</i>			
	<i>(1) Existing 6.5" 2-Way In-Ceiling Speaker Set</i>			
	<i>(1) Crestron X-Series Amplifier, 75 W</i>			
1.00	All-In-One A/V Switching and Control System	\$4,368.00	\$2,467.92	\$2,467.92
	<i>(1) Crestron 4-Series™ Control System</i>			
	<i>(1) 7 in. Tabletop Touch Screen Black Smooth</i>			
		\$3,268.00	\$1,846.42	\$1,846.42
1.00	Floor Track for Lectern and Room Cabling	\$1,258.00	\$1,031.56	\$1,031.56
	<i>(1) Floor Track Kit for Lectern and Room Cabling</i>			
1.00	Rack, Display Mounts, and Wallplates	\$3,258.33	\$2,178.34	\$2,178.34

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Qty	Description	Unit List Price	Discount Price	Total Price
1.00	Room Cabling and Materials	\$3,483.01	\$2,212.61	\$2,212.61
Professional Services and Labor				\$12,403.57
1.00	Project Professional Services and Programming	\$5,555.44	\$3,611.08	\$3,611.08
1.00	Installation, Integration, and Comissioning	\$13,526.62	\$8,792.49	\$8,792.49
Service				\$1,808.18
1.00	Silver Level Service	\$2,781.82	\$1,808.18	\$1,808.18
		<i>Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)</i>		

Total List	\$51,505.08
Total Discounted Price	\$35,407.85
Shipping	\$0.00
Sales Tax	\$0.00
Grand Total	\$35,407.85

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Qty	Description	Unit List Price	Discount Price	Total Price
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Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
 - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
 - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
 - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
 - Computer Network jacks are to be tested with information for connection readily available.
 - Firewalls and routers will be confirured with proper ports opened .

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- Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
- Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

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Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

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Non-Solicitation.

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

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