

VILLAGE OF SALADO RESOLUTION No. 073

JOINT RESOLUTION FOR JOINT ELECTION

The Board of Trustees for Salado Independent School District, the Board of Trustees for Salado Public Library District and the Board of Aldermen for the Village of Salado desire to enter into a joint contract for the election on May 8, 2010.

Staffing and share of expense for the election are as follows:

Supplies (to include election notices) for Early and Election Day voting

One (1) M100 Ballot Scanner and one (1) AutoMARK system will be leased from Bell County for Early and Election Day voting

Early Voting

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One Election Clerk each day for Early Voting

Election Day

One Election Judge and no more than three clerks One Ballot Board Judge and no more than two clerks

Each organization will be responsible for one-third of staffing and the cost of supplies and equipment for Early Voting and Election Day.

The Election Judge, Alternate Judge, and Election Clerks shall be compensated at the rate of \$8.00 per hour, including training time. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code and other applicable laws.

The Early Voting Clerk or her designee shall be responsible for placing in the Village Voice Newspaper a <u>consolidated</u> Notice of Election for all three subdivisions at the time subscribed by the Texas Election Code.

In the instance that each subdivision uses the same Election Judge, Alternate Judge, Election Deputies and Election Clerks, the Early Voting Clerk or her designee shall send one Writ to each Election personnel designating their duties and reflecting their appointment by each subdivision.

On Election Day, May 8, 2010, the administration office of the SISD, located in the Salado Civic Center, will be the designated Election Office to be open to the public from 7:00AM to 7:00PM. A representative from each subdivision shall hold open the office for four (4) hours each, allowing the office to be opened a total of twelve (12) hours.

In the event any Entity(ies) cancels its election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, such Entity shall be responsible for its respective share of all election expenses incurred through the date that the election is canceled as allocated to that Entity. SISD shall pay all costs of the election and the Village and Library District shall reimburse the SISD within Sixty (60) days for their respective shares.

Throughout the term of this Agreement, the Entities will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, representative of each Entity shall meet to discuss and resolve any problems which might arise regarding the Joint Election.

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, Entities to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the Entities to this Agreement as expressed in the terms and provisions of this Agreement.

This Agreement takes effect upon the complete execution of this Agreement by the SISD, Village and Library District. This Agreement shall continue until the Village and District have reimbursed SISD for all election expenses owed. The obligation of Village and Library District to the SISD under this Agreement shall not end until such sum is paid.

INTESTIMONY WHEREOF, this Agreement is executed by:

NE

Signature of Board President, Salado ISD

1-18-10

Date

Signature of Board President, Salado Public Library District

Signature of Mayor, Village of Salado

Date

1.14.10