

**November 3, 2015**  
**General & Special Elections**  
**Contract for Election Services**  
**City of McKinney**

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# November 3, 2015 General & Special Elections

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**THE STATE OF TEXAS**

**CONTRACT FOR**

**COUNTY OF COLLIN**

**§**

**CITY OF MCKINNEY**

**ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF MCKINNEY, hereinafter referred to as the "City" and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's November 3, 2015 General & Special Elections.

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

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

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

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

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Thursday, October 29, 2015. Notification of the class time and location will be sent to all jurisdictions.

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

d. The Contracting Officer shall compensate each election judge and

worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services

rendered. Overtime will be paid to each person working over 40 hours per week.

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

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

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

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

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

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

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

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

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

b. Early Voting by personal appearance for the City's November 3, 2015, General & Special Elections shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office,

2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

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

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

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

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

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

a. The tabulation supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.

- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
  - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
  - 2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.
- f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

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

- A. The City shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Friday, September 4, 2015.
- C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.
  - a. **The City shall deliver to the Contracting Officer as soon as possible, but no later than 10:00 AM Tuesday, August 25, 2015, the official wording for the City's November 3, 2015, General & Special Elections.**
  - b. The City shall approve, within 48 hours, the "blue line" ballot format prior to printing.
- D. The City shall post the publication of election notice by the proper methods with the proper media.

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

F. The City shall pay the Contracting Officer 90% of the City's share of the cost to run the said election prior to Friday, September 25, 2015. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

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

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

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

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

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's November 3, 2015, General & Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

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

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the November 3, 2015, General & Special Elections. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a November 3, 2015, General & Special Election.

D. The Contracting Officer shall file copies of this contract with the County

Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

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Sharon Rowe  
Elections Administrator  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Tom Muehlenbeck, Interim City Manager      Sandy Hart, City Secretary  
City of McKinney      City of McKinney



Lucas City Hall  
Texas Star Bank

665 Country Club Road  
402 W. White

Lucas  
Anna

Precinct 3  
Precinct 3

<b>Oct 25</b>	<b>Oct 26</b> <b>Early Voting</b> <b>7am – 7pm</b>	<b>Oct 27</b> <b>Early Voting</b> <b>7am – 7pm</b>	<b>Oct 28</b> <b>Early Voting</b> <b>7am – 7pm</b>	<b>Oct 29</b> <b>Early Voting</b> <b>7am – 7pm</b>	<b>Oct 30</b> <b>Early Voting</b> <b>7am – 7pm</b>	<b>Oct 31</b>
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Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 3, 2015) may vote at any of the above early voting locations.

**EXHIBIT B**  
**ELECTION DAY VOTE CENTERS – NOVEMBER 3, 2015**

Polling Place	Address	City
Akin Elementary School	1100 Springwood	Wylie
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Municipal Courts Facility	301 Century Parkway	Allen
Armstrong Middle School	3805 Timberline	Plano
Blue Ridge ISD Administration	318 West School Street	Blue Ridge Building
Bowman Middle School	2501 Jupiter Road	Plano
Brinker Elementary School	3800 Clark Parkway	Plano
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Clark High School - Plano	523 Spring Creek	Plano
Clark Middle School	4600 Colby Drive	Frisco
Collin College - Higher Education Center	3452 Spur 399	McKinney
Collin College Central Park Campus	2200 University	McKinney
Collin College Preston Ridge Campus	9700 Wade Blvd.	Frisco
Collin College Spring Creek Campus	2800 Spring Creek Parkway	Plano
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	615 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Cntr at Craig Ranch	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church - Branch	7011 FM 546	Princeton
First Baptist Church Farmersville, Youth Building	201 Farmersville Pkwy.	Farmersville
Ford Middle School	630 Park Place Drive	Allen
Fowler Middle School	3801 McDermott Road	Iano
Frisco Senior Center	6670 Moore Street	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggar Elementary School	17820 Campbell Road	Dallas
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
John Q. Hammons Cntr-Courtyard Marriott	210 East Stacy Road	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing

Lucas City Hall	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Mitchell Elementary School	4223 Briargrove	Dallas
Murphy Community Center	205 N. Murphy Road	Murphy
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Princeton High School	1000 E. Princeton Drive	Princeton
Prosper ISD Administration	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City Lady Bulldog Gym	1412 FM 1777	Royse City
Seis Lagos Community Services Assoc.	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano
Smith Library	300 Country Club	Wylie
Staley Middle School	6927 Stadium Drive	Frisco
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Texas Star Bank	402 W. White Street	Anna
Weston Community Center	117 Main Street	Weston
Whitt Elementary School	7520 Woodcreek Way	Sachse
Woodcreek Church	3400 E. Renner Road	Richardson

## EXHIBIT C

### SUMMARY OF COSTS FOR CITY OF MCKINNEY

<b>SUPPLY COST</b>	\$660.20
<b>EQUIPMENT RENTAL COST</b>	\$4,663.00
<b>EARLY VOTING</b>	\$10,682.50
<b>ELECTION DAY</b>	\$1,532.50
<b>ADMINISTRATIVE EXPENSES</b>	\$64.50
<b>TABULATION/CENTRALIZED COSTS</b>	<u>\$16,819.80</u>
Total	\$34,422.50
10% Administrative Fee	<u>\$3,442.25</u>
<b>Grand Total</b>	<b>\$37,864.75</b>
<b>90% Deposit due by 9/25/15</b>	<b>\$34,078.28</b>