

RESOLUTION NO. 2013-02-____ (R)

A RESOLUTION AUTHORIZING A CONTRACT WITH COLLIN COUNTY ELECTIONS ADMINISTRATOR TO CONDUCT THE MAY 11, 2013 ELECTION AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MCKINNEY, MCKINNEY INDEPENDENT SCHOOL DISTRICT, COLLIN COLLEGE DISTRICT, FRISCO INDEPENDENT SCHOOL DISTRICT, AND ALLEN INDEPENDENT SCHOOL DISTRICT, TO HOLD A JOINT ELECTION FOR THE MAY 11, 2013 GENERAL ELECTION

WHEREAS, the City Council of the City of McKinney, Texas, is desirous of continuing to provide the voters within the City of McKinney a unified approach to voting; and,

WHEREAS, pursuant to Section 31.091 et seq. of the Texas Election Code, the City of McKinney has the ability to enter into a contract for election services with the Collin County Elections Administrator; and,

WHEREAS, this contract will provide for joint election services to be supplied by the Collin County Elections Administrator in conjunction with the May 11, 2013 General Election; and,

WHEREAS, pursuant to the Texas Election Code, the City of McKinney has the ability to enter into an agreement to hold a joint election for the General Election to be held on Saturday, May 11, 2013; and,

WHEREAS, the holding of a joint election will provide the voters within the City of McKinney a more unified and cost efficient approach to voting.

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

Section 1. That the City Council authorizes the execution of a contract with Collin County Elections Administration to conduct the May 11, 2013 General Election.

Section 1. That the City Council authorizes the execution of an agreement between the City of McKinney, McKinney Independent School District, Collin College District, Frisco Independent School District, and Allen Independent School District, to hold a joint election for the May 11, 2013 General Election.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 19th DAY OF FEBRUARY, 2013.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

May 11, 2013
Joint General Election
Contract for Election Services
City of McKinney/McKinney ISD

May 11, 2013
Joint General Election

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**THE STATE OF TEXAS
COUNTY OF COLLIN
CITY – SCHOOL MCKINNEY**

**CONTRACT FOR
§
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 the BOARD OF TRUSTEES OF THE MCKINNEY INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," 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 and School District's May 11, 2013 Joint General Election and a City Runoff Election, if necessary, on June 15, 2013. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

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 recommendations of the City and the School District will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, 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 with the approval of the City and the School District.
 - b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.
 - 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 service 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 tote boxes.
 - 2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

- C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City and the School District.
 - 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 and School District's May 11, 2013, Joint General Election 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 or School District 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 polling places. The City and School District 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 polling locations 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.
 - d. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.
 - e. 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 and School District 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 6 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 6 months after the election.
 - 2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District 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. 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 AND SCHOOL DISTRICT. The City and School District shall assume the following responsibilities:

- A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 1, 2013.
- C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.
 - a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, March 6, 2013, the official wording for the City and School District's May 11, 2013, Joint General Election.
 - b. The City and School District shall approve the "blue line" ballot format prior to the final printing.
- D. The City and School District shall post the publication of election notice by the proper methods with the proper media.
- E. The City and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.
- F. The City and School District 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.
- G. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 12, 2013. 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
Attn: Pam Dugger
2300 Bloomdale Rd. #3138
McKinney, Texas 75071**

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

H. The City and School District shall pay 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. **JOINT ELECTION AGREEMENT.** See Exhibit "D".

V. **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 and School District's May 11, 2013, Joint General 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 and School District.

D. If the City and/or School District cancel 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 May 11, 2013, Joint General Election. 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 May 11, 2013, Joint General Election.

E. 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 _____ 2013.

Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____ 2013.

By: _____
Jason Gray, City Manager
City of McKinney

Attest: _____
Sandy Hart, City Secretary
City of McKinney

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2013.

By: _____
J. D. Kennedy, Superintendent
McKinney Independent School District

Attest: _____
Edd Bigbee, Chief Financial Officer
McKinney Independent School District

Exhibit "A"

**MAY 11, 2013, JOINT GENERAL ELECTION
City of McKinney & McKinney ISD***

Early Voting Locations and Hours

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
CCCC – Central Park Campus		2200 W. University Dr.			McKinney	
Fire Station #5		6600 W. Virginia Pkwy.			McKinney	
McKinney Performing Arts Center		111 N. Tennessee			McKinney	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 28</i>	<i>April 29</i> 8am – 5pm	<i>April 30</i> 8am – 5pm	<i>May 1</i> 8am – 5pm	<i>May 2</i> 8am - 7pm	<i>May 3</i> 8am - 5pm	<i>May 4</i> 8am - 5pm
<i>May 5</i>	<i>May 6</i> 7am – 7pm	<i>May 7</i> 7am – 7pm	<i>May 8</i>	<i>May 9</i>	<i>May 10</i>	<i>May 11</i> 7am – 7pm Election Day

* City and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit "B"

**MAY 11, 2013
JOINT GENERAL ELECTION**

Election Day Polling Locations – City of McKinney & MISD

Precincts	Location	Address	City
12, 99, 131, 149, 156, 204, 207	Boyd High School	600 N. Lake Forest Dr.	McKinney
4, 9, 16, 20, 43, 96, 150	Collin College-Central Park	2200 W. University	McKinney
2, 3, 44, 98, 100	McKinney City Hall	222 N. Tennessee	McKinney
1, 57	Slaughter Elementary School	2706 Wolford Ave.	McKinney

**Election Day Polling Location
City of McKinney, MISD & FISD**

Precincts	Location	Address	City
13, 122, 140, 155, 163, 173, 203, 205, 208, 209	C.T. Eddins Elementary School	311 Peregrin Dr.	McKinney

**Election Day Polling Locations
City of McKinney, MISD, FISD & AISD**

Precincts	Location	Address	City
38, 97, 102, 126, 129, 169, 206	Reuben Johnson Elementary School	3400 Ash Lane	McKinney

Exhibit "C"

SUMMARY OF COSTS FOR CITY OF MCKINNEY

SUPPLY COST	\$485.50
EQUIPMENT RENTAL COST	\$3,988.22
EARLY VOTING	\$5,679.87
ELECTION DAY	\$1,093.18
ADMINISTRATIVE EXPENSES	\$26.55
TABULATION/CENTRALIZED COSTS	\$2,064.62
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Total	\$13,337.94
10% Administrative Fee	\$1,333.79
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Grand Total	\$14,671.73
90% Deposit due by 4/12/13	\$13,204.56

Exhibit "D"

JOINT ELECTION AGREEMENT

between

The City Council of the City of McKinney (the City), the Board of Trustees of the McKinney Independent School District (MISD), the Board of Trustees of the Frisco Independent School District (FISD), the Board of Trustees of the Allen Independent School District (AISD) known as the Schools, and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the Schools and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Elections of the School Districts and the College to be held on Saturday, May 11, 2013. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, MISD and the College shall share equally in shared expenses applicable for the early voting location at the Collin College Central Campus, McKinney Performing Arts Center (MPAC) and McKinney Fire Station #5. The City, MISD and the College shall share Election Day polling location expenses for McKinney City Hall, Boyd High School, Collin College Central Campus and Slaughter Elementary School. The City, MISD, FISD and the College will share Election Day polling location expenses at C.T. Eddins Elementary School. All five entities shall share Election Day polling location expenses for Reuben Johnson Elementary School. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 11, 2013. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 11, 2013, Joint General Election of the City, the School Districts and the College; they will be liable only for the contract preparation fee of \$75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS in its meeting held the 19th day of January, 2013, and executed by its authorized representative.

By: _____ Attest: _____
Jason Gray, City Manager Sandy Hart, City Secretary

APPROVED BY THE TRUSTEES OF THE MCKINNEY INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____ Attest: _____
J. D. Kennedy, Superintendent Edd Bigbee, Chief Financial Officer

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____ Attest: _____
Dr. Jeremy Lyon, Superintendent Renee Ehmke, Board President

APPROVED BY THE TRUSTEES OF THE ALLEN INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____
Gary Stocker, Board President

Attest: _____
Lois Lindsey, Board Secretary

APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By: _____
Dr. Cary Israel, President

Attest: _____
Kim Davison, Asst. Vice President