



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/08/10		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): <b>Alice Snyder, Ext. 7515</b>				
<b>CAPTION</b>				
<p>A contract made and entered into by and between the City of Plano and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's March 27, 2010 Runoff Election in the estimated amount of \$80,544.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2009-10</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-80,544	0	<b>-80,544</b>
<b>BALANCE</b>	0	-80,544	0	<b>-80,544</b>
<b>FUND(S):     GENERAL FUND</b>				
<p><b>COMMENTS:</b> Funding for this item is not included in the approved FY 2009-10 Budget. There is a companion Supplemental Appropriation agenda item to appropriate the necessary funding to cover all associated costs of conducting a Runoff Election.</p> <p><b>STRATEGIC PLAN GOAL:</b> Conducting a Runoff Election relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>To approve a contract with the Collin County Administrator for the City of Plano Runoff Election on March 27, 2010. Whereas no one person received a majority of votes cast in the Special Election held on January 30, 2010, this contract with the Collin County Elections Administrator for the City of Plano will allow the City to conduct a Runoff Election to fill the vacant Place 3 City Council position.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Runoff Election Contract				

**March 27, 2010**

**Runoff Election**

**Contract for Election Services by and  
Between Collin County Elections  
Administrator and the City of Plano**

# March 27, 2010 Runoff Election

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**THE STATE OF TEXAS**  
**COUNTY OF COLLIN**  
**CITY OF PLANO**

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**CONTRACT FOR**  
**ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF PLANO, 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 March 27, 2010 Runoff Election.

**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 Balloting 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 will be the accepted guidelines to have three 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 provide records to support the need for additional workers to the City only in the event of the need to have an excess of three workers, at the conclusion of Early Voting and Election Day. 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 balloting board. Election judges shall be secured by the Contracting Officer with the approval of the City.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar) to be held Thursday, March 25, 2010, at the Collin County Elections Office., 2010 Redbud Blvd., Suite 102, McKinney, TX at 2:00 PM.

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. Total compensation for both pickup and delivery of supplies will be \$25.00, per Election Judge.

d. The Contracting Officer shall compensate each election judge and alternate judge and clerk. 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, at the rate of 1.5 times the rate of pay for non-exempt persons, will be paid to each working over 40 hours per work 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 an electronic list of registered voters from all applicable counties 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), laptop computer, transfer cases, voting signs and tote boxes.
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 March 27, 2010 Runoff 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 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 Chapter 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 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 Chapter 127.000 of the Election Code and of this Contract. The Counting Station Manager and the 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 supervision of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted. Confirmation of these tests and their results shall be maintained for the mandatory time frame following the election, and in the event of litigation, during the pendency of the litigation.

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 following the election.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the final 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.

F. The Contracting Officer is in compliance with Sec. 129.051(g) of the Texas Election Code regarding criminal background checks.

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

A. The City 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 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, March 5, 2010.

C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format using an Arial 10 point font and upper and lower case letters.

a. The City shall deliver to the Contracting Officer as soon as possible, but no later than Thursday, February 19, 2010, the official wording for the City's March 27, 2010, Runoff Election.

b. The City shall approve the "blue line" ballot format prior to the final printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

E. The City 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 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 for required services shown on Exhibit "C" attached and incorporated and subject to the City's approval.

G. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, March 12, 2010. 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**

H. The City 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. AFFIDAVIT OF NO PROHIBITED INTEREST.** Contracting Officer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contracting Officer has executed

the Affidavit of No Prohibited Interest, attached and incorporated by reference into this contract as Exhibit "D".

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

**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's March 27, 2010 Runoff 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. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

**Contracting Officer**

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
Sharon Rowe  
Elections Administrator  
Collin County, Texas

**City of Plano**

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2010.

By: \_\_\_\_\_  
Thomas H. Muehlenbeck, City Manager

Attest: \_\_\_\_\_  
Diane Zucco, City Secretary

\_\_\_\_\_  
Approved As To Form

## MARCH 27, 2010 RUNOFF ELECTION

### City of Plano Early Voting Locations and Hours

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Carpenter Park Recreation Center		6701 Coit Rd.			Plano	
Christopher A. Parr Library		6200 Windhaven Parkway			Plano	
CCCC – Spring Creek Campus		2800 E. Spring Creek Parkway			Plano	
Haggard Library		2501 Coit Road			Plano	
Harrington Library		1501 18 <sup>th</sup> Street			Plano	
Plano ISD Administration Center		2700 W. 15 <sup>th</sup> Street			Plano	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>March 7</i>	<i>March 8</i>	<i>March 9</i>	<i>March 10</i>	<i>March 11</i>	<i>March 12</i>	<i>March 13</i>
				<b>8am - 5pm</b>	<b>8am - 5pm</b>	
<i>March 14</i>	<i>March 15</i>	<i>March 16</i>	<i>March 17</i>	<i>March 18</i>	<i>March 19</i>	<i>March 20</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 5pm</b>
<i>March 21</i>	<i>March 22</i>	<i>March 23</i>	<i>March 24</i>	<i>March 25</i>	<i>March 26</i>	<i>March 27</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>Election Day 7am – 7pm</b>

Exhibit "B"

**MARCH 27, 2010  
RUNOFF ELECTION**

**City of Plano  
Election Day Polling Locations**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
52, 61, 68, 103, 141	Armstrong Middle School	3805 Timberline Drive.	Plano
34, 107, 119, 121, 135, 139	Bethany Elementary School	2418 Micarta Drive	Plano
23, 46, 47, 50, 51, 152, 158	Bowman Middle School	2501 Jupiter Road	Plano
90, 116, 137, 176	Brinker Elementary School	3800 John Clark Parkway	Plano
21, 54, 62, 66	Carpenter Middle School	1501 Cross Bend Road	Plano
109, 123, 226** (Denton Cty)	Christopher A. Parr Library	6200 Windhaven Pkwy.	Plano
15, 19, 53, 65, 70, 71	Haggard Middle School	2401 Westside Drive	Plano
58, 77, 91	Hendrick Middle School	7400 Red River Drive	Plano
31, 32, 63, 76	Hughston Elementary School	2601 Cross Bend Road	Plano
14, 81, 86, 89, 108, 112, 124, 167	Robinson Middle School	6701 Preston Meadow Dr.	Plano
64, 69	Schimelpfenig Middle School	2400 Maumelle Drive	Plano
28, 75, 105, 143	Shepton High School	5505 Plano Parkway	Plano
39, 85	Thomas Elementary School	6537 Blue Ridge Trail	Plano
26, 49, 67, 72, 138	Wilson Middle School	1001 Custer Road	Plano



## EARLY VOTING

Number of Early Voting Locations 6  
Workers each location 3

		<b>Units</b>	<b>Cost PCTY</b>
EV Ballot Board	Fluctuates	1	\$750.00
Mailed Ballot Kits	\$1.00 each	778	\$778.00
Postage for Ballots	\$0.58 each	300	\$174.00
Assemble EV Location	\$50.00 each	6	\$300.00
Total Judge Hours	\$12.00 hour	576	\$6,912.00
Overtime Judge Hours	\$18.00 hour	60	\$1,080.00
Total Alt. Judge & Clerk Hours	\$10.00 hour	1152	\$11,520.00
Overtime Alt. Judge & Clerk Hours	\$15.00 hour	120	\$1,800.00
Pickup & Delivery of Supplies	\$25.00 each	6	\$150.00
Total			\$23,464.00
Number of Entities Sharing Costs			<u>1</u>
<b>Grand Total</b>			<b>\$23,464.00</b>

## ELECTION DAY

Number of Election Day Locations 14  
Workers each location 3

		<b>Units</b>	<b>Cost PCTY</b>
Total Judge Hours	\$12.00 each	196	\$2,352.00
Total Alt. Judge & Clerk Hours	\$10.00 each	392	\$3,920.00
Pickup & Delivery of Supplies	\$25.00 each	14	\$350.00
Total			\$6,622.00
Number of Entities Sharing Costs			<u>1</u>
<b>Grand Total</b>			<b>\$6,622.00</b>

## ADMINISTRATIVE EXPENSES

Number of Early Voting Locations 6  
Number of Election Day Locations 14

		<b>Units</b>	<b>Cost PCTY</b>
Manual Recount Deposit		1	\$60.00
Process Pollworker Checks	\$1.50 each	60	\$90.00
Process Election Judge Notices	\$1.50 each	42	\$63.00
Total			\$213.00
Number of Entities Sharing Costs			<u>1</u>
<b>Grand Total</b>			<b>\$213.00</b>

## TABULATION

Tabulation Network	\$4,000.00
Programming	\$2,050.00
Notice of Inspection/Tabulation Test	<u>\$1,942.00</u>
Total	\$7,992.00

## CENTRALIZED COSTS

Cost for Central Count Workers	\$750.00
FICA on Election Workers	\$1,000.00
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (3)	\$600.00
Early Voting Computer in McKinney	\$300.00
Early Voting Personnel in McKinney (2)	\$2,500.00
Printer Labels for Early Voting in McKinney	\$10.00
Ballot Style Setup Fee	\$60.00
Ballot Delivery	\$250.00
County Overtime	\$7,500.00
FICA & Retirement for County Employees	<u>\$1,125.00</u>
Total	\$14,145.00
<b>Total for Tabulation &amp; Centralized Costs</b>	<b>\$22,137.00</b>

## SUMMARY OF COSTS FOR CITY OF PLANO

<b>SUPPLY COST</b>	\$2,400.60
<b>EQUIPMENT RENTAL COST</b>	\$18,385.28
<b>EARLY VOTING</b>	\$23,464.00
<b>ELECTION DAY</b>	\$6,622.00
<b>ADMINISTRATIVE EXPENSES</b>	\$213.00
<b>TABULATION/CENTRALIZED COSTS</b>	\$22,137.00
Total	\$73,221.88
10% Administrative Fee	<u>\$7,322.19</u>
<b>Grand Total</b>	<b>\$80,544.07</b>
<b>90% Deposit Due 03/05/10</b>	<b>\$72,489.66</b>

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer of SHARON ROWE (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

SHARON ROWE  
Name of Contractor

By: Sharon Rowe  
Signature

SHARON ROWE  
Print Name

ELECTIONS ADMINISTRATOR  
Title

FEBRUARY 25, 2010  
Date

STATE OF TEXAS §  
COUNTY OF COLLIN §  
§

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of FEBRUARY, 2010.

Patricia Jean Seals  
Notary Public, State of Texas

