



**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:		3/17/2015		
Department:	City Secretary			
Department Head	Lisa Henderson			
Agenda Coordinator (include phone #): <b>Lisa Henderson X7551</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, authorizing the City Manager, or his authorized designee, to enter into a Joint Election Agreement with the Plano Independent School District and Collin County Community College District for the purpose of conducting a joint election on May 9, 2015; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</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	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(s):    N/A</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Entering a Joint Election Agreement with PISD and CCCCDC relates to the City's goals of Financially Strong City with Service Excellence and Partnering for Community Benefit.				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution Exhibit A - Joint Election Agreement				

**A Resolution of the City of Plano, Texas, authorizing the City Manager, or his authorized designee, to enter into a Joint Election Agreement with the Plano Independent School District and Collin County Community College District for the purpose of conducting a joint election on May 9, 2015; and providing an effective date.**

**WHEREAS**, the City of Plano, the Plano Independent School District, and the Collin County Community College District have determined that, for the convenience of the citizens of Plano, the General Election and Special Elections, should they be called, of the City, School, and College to be held on May 9, 2015, should be combined; and

**WHEREAS**, it is necessary to enter into a Joint Election Agreement (hereinafter referred to as the "Agreement") designating responsibilities for the conduct and costs of this election, a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, should be authorized to execute the Agreement on behalf of the City of Plano.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, THAT:**

**Section I.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City, are hereby in all things approved.

**Section II.** The City Manager, or his authorized designee, is hereby authorized to enter into and execute the Agreement on behalf of the City of Plano.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 17<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
**Harry LaRosiliere, MAYOR**

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

## JOINT ELECTION AGREEMENT

between

The City Council of the City of Plano (the "City"), the Board of Trustees of the Plano Independent School District ("Plano ISD"), and the Board of Trustees of Collin County Community College District ("Collin College"), all of whom are governmental entities of the State of Texas, and are collectively referred to as "Parties," agree to holding a joint election and to allocate expenses for the joint election under the following terms and conditions.

BY THE TERMS OF THIS AGREEMENT, the City, Plano ISD, and Collin 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 Election and Special Election, should it be called, of Plano ISD and the General Election and Special Election, should it be called, of Collin College to be held on Saturday, May 9, 2015. The entities have contracted with Collin County Elections Administrator ("Elections Administrator") to perform various duties and responsibilities on their behalf and to be charged expenses in accordance with the terms of this Agreement.

The City, Plano ISD, and Collin College shall divide equally the shared expenses applicable for the Early Voting locations at Carpenter Park Recreation Center, Christopher A. Parr Library, Collin College Spring Creek Campus, Haggard Library, Harrington Library, Maribelle M. Davis Library and Plano ISD Administration Center. The Plano ISD and Collin College shall divide equally the shared expenses applicable for the Early Voting locations at Murphy City Hall and Renner Frankford Branch Library. The City, Plano ISD and Collin College shall divide equally the shared expenses applicable for Election Day Vote Centers at Armstrong Middle School, Bethany Elementary School, Bowman Middle School, Carpenter Middle School, Christopher A. Parr Library, Haggard Middle School, Hendrick Middle School, Robinson Middle School, Schimelpfenig Middle School, Shepton High School, Tom Muehlenbeck Recreation Center and Wilson Middle School. The Plano ISD and Collin College shall divide equally the shared expenses applicable for the Election Day Vote Centers at Aldridge Elementary School, Miller Elementary School, Mitchell Elementary School, Murphy City Hall, Parker City Hall and Renner Frankford Branch Library. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election. Expenses unique to one entity shall be billed solely to that entity such as in the case of a runoff, recount, or other matter.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 9, 2015. 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 9, 2015, Joint General and Special Election of the City, Plano ISD and Collin College; however, the entity will be liable only for the contract preparation fee of \$75.00.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager  
City of Plano

Attest: \_\_\_\_\_  
Lisa Henderson, City Secretary  
City of Plano

Approved as to form: \_\_\_\_\_  
Paige Mims, City Attorney

**APPROVED BY THE TRUSTEES OF THE PLANO INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

By: \_\_\_\_\_  
Steve Fortenberry, Interim Superintendent  
Plano Independent School District

Attest: \_\_\_\_\_  
Nancy Humphrey, Board President  
Plano Independent School District

**APPROVED BY THE TRUSTEES OF THE COLLIN COUNTY COMMUNITY COLLEGE DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and executed by its authorized representative.

By: \_\_\_\_\_  
Dr. Colleen A. Smith,  
Interim District President

Attest: \_\_\_\_\_  
Kim Davison, District Vice President  
of Organizational and Systems  
Effectiveness