May 8, 2010
Joint General & Special Election
Contract for Election Services
City of Frisco/Frisco ISD

May 8, 2010
Joint General & Special Election

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THE STATE OF TEXAS **CONTRACT FOR**

COUNTY OF COLLIN §
CITY – SCHOOL FRISCO **ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF FRISCO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE FRISCO 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 8, 2010 Joint General & Special Election and a City Runoff Election, if necessary, on June 12, 2010. 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 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 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 balloting 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) to be held Wednesday, May 5, 2010, at the Collin County 380 Courts Bldg., Central Jury Room, 1800 N. Graves St., 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. 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. The Election Day list of registered voters shall be arranged in alphabetical order by polling place, in lieu of alphabetic by each precinct in each polling place.

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, early voting mail ballots, 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 8, 2010, Joint General & Special 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.

c. 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.

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 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 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 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 and submit a written report to the City and School District 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 HB 2524.

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 or printed format as soon as possible but no later than Friday, March 19, 2010.

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 Tuesday, March 9, 2010, the official wording for the City and School District's May 8, 2010, Joint General & Special 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 2, 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 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 8, 2010, Joint 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 and School District.

C. 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 8, 2010, Joint General & Special 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 8, 2010, Joint 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 _____2010.

_____
Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF _____2010.

By:_____
Maher Maso, Mayor
City of Frisco

Attest:_____
Jenny Page, City Secretary
City of Frisco

WITNESS BY MY HAND THIS THE 8th DAY OF February 2010.

By: Rick Reedy
Dr. Rick Reedy Superintendent
Frisco Independent School District

Attest: Daniel W Mossakowski
Daniel Mossakowski, President
Frisco Independent School District

Exhibit "A"

MAY 8, 2010, JOINT GENERAL & SPECIAL ELECTION
City of Frisco & Frisco ISD*

Early Voting Locations and Hours

Polling Place	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
CCCC – Preston Ridge Campus	9700 Wade Blvd.	Frisco
Fire Station No. 4	4485 Cotton Gin Road	Frisco
Heritage Lakes Amenities Center	3949 Village Blvd.	Frisco

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 25	*April 26* **8am – 5pm**	*April 27* **8am – 5pm**	*April 28* **8am – 5pm**	*April 29* **8am - 7pm**	*April 30* **8am - 5pm**	*May 1* **8am - 5pm**
May 2	*May 3* **7am – 7pm**	*May 4* **7am – 7pm**	*May 5*	*May 6*	*May 7*	*May 8* **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 8, 2010
JOINT GENERAL & SPECIAL ELECTION

Election Day Polling Locations – City of Frisco & FISD

Precincts	Location	Address	City
Denton County 131	Heritage Lakes Amenities Center	3949 Village Blvd.	Frisco
Denton County 115, 117, 119, 124, 137, 140	Pioneer Heritage Middle School	1649 High Shoals Drive	Frisco
30, 92, 111	Staley Middle School	6927 Stadium Lane	Frisco
87, 101, 117, 118, 127, 134, 146	Wester Middle School	12293 Shepherds Hill Ln.	Frisco

ESTIMATED COSTS FOR THE CITY OF FRISCO

May 8, 2010
Exhibit "C"

SUPPLY COST

Number of Early Voting Locations 3
Number of Election Day Locations 4

		Units	Cost Frisco	Units	Cost FCTY/FISD/CCCC
Sample Ballots	$0.0870 each	1000	$87.00	1000	$87.00
Early Voting Mail Ballots	$1.20 each	100	$120.00	150	$180.00
Precinct Ballot Setup	$10.00 each	1	$10.00	1	$10.00
Precinct Ballots	$0.1670 each	500	$83.50	500	$83.50
Early voting and election day kits	$25.00 each	0	$0.00	2	$50.00
Central Counting kit and supplies	$50.00 each	0	$0.00	1	$50.00
County Precinct Maps	$12.00 each	0	$0.00	7	$84.00
Printer Labels for EV	$18.60 each	0	$0.00	10	$186.00
Total			$300.50		$730.50
Number of Entities Sharing Costs			1		3
SubTotal			$300.50		$243.50
Grand Total	**$544.00**				

EQUIPMENT RENTAL COST

Number of Early Voting Locations 3
Number of Election Day Locations 4

		Units	Cost Frisco	Units	Cost FCTY/FISD/CCCC
Voting Machines	$200.00 each	0	$0.00	34	$6,800.00
Machine Drayage	$40.74 each	0	$0.00	37	$1,507.38
Transfer Cases	$5.00 each	0	$0.00	7	$35.00
Metal Signs	$1.00 each	0	$0.00	14	$14.00
Wood Signs	$2.00 each	0	$0.00	7	$14.00
Large Early Voting Signs	$5.00 each	0	$0.00	3	$15.00
Early Voting Cabinet	$50.00 each	0	$0.00	3	$150.00
Tote Box	$1.00 each	0	$0.00	4	$4.00
Early Voting Computer	$300.00 each	0	$0.00	3	$900.00
Total			$0.00		$9,439.38
Number of Entities Sharing Costs			1		3
SubTotal			$0.00		$3,146.46
Grand Total	**$3,146.46**				

EARLY VOTING

Number of Early Voting Locations 3
Workers each location 4

		Units	Cost Frisco	Units	Cost FCTY/FISD/CCCC
Mailed Ballot Kits	$1.00 each	100	$100.00	150	$150.00
Postage for Ballots	$0.58 each	30	$17.40	50	$29.00
Assemble EV Location	$50.00 each	0	$0.00	3	$150.00
Total Judge Hours	$12.00 hour	0	$0.00	198	$2,376.00
Overtime Judge Hours	$18.00 hour	0	$0.00	72	$1,296.00
Total Alt. Judge & Clerk Hours	$10.00 hour	0	$0.00	594	$5,940.00
Overtime Alt. Judge & Clerk Hours	$15.00 hour	0	$0.00	216	$3,240.00
Pickup & Delivery of Supplies	$25.00 each	0	$0.00	3	$75.00
Total			$117.40		$13,256.00
Number of Entities Sharing Costs			1		3
SubTotal			$117.40		$4,418.67

Grand Total **$4,536.07**

ELECTION DAY

Number of Election Day Locations 4
Workers each location 4

		Units	Cost Frisco	Units	Cost FCTY/FISD/CCCC
Total Judge Hours	$12.00 each	0	$0.00	56	$672.00
Total Alt. Judge & Clerk Hours	$10.00 each	0	$0.00	168	$1,680.00
Pickup & Delivery of Supplies	$25.00 each	0	$0.00	4	$100.00
Total			$0.00		$2,452.00
Number of Entities Sharing Costs			1		3
SubTotal			$0.00		$817.33

Grand Total **$817.33**

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations 3
Number of Election Day Locations 4

		Units	Cost Frisco	Units	Cost FCTY/FISD/CCCC
Manual Recount Deposit	$60.00 each	1	$60.00	0	$0.00
Process Pollworker Checks	$1.50 each	0	$0.00	28	$42.00
Process Election Judge Notices	$1.50 each	0	$0.00	14	$21.00
Total			$60.00		$63.00
Number of Entities Sharing Costs			1		3
SubTotal			$60.00		$21.00

Grand Total **$81.00**

TABULATION

Tabulation Network	$4,000.00
Programming	$2,050.00
Notice of Inspection/Tabulation Test	$1,750.00
Total	$7,800.00
Number of Entities	30
Total Per Entity	$260.00

CENTRALIZED COSTS

Early Voting Ballot Board	$1,500.00
Cost for Central Count Workers	$2,000.00
FICA on Election Workers	$2,000.00
Assemble EV Location	$50.00
Early Voting Machines in McKinney (8)	$1,200.00
Early Voting Computer in McKinney	$300.00
Early Voting Personnel in McKinney	$4,200.00
Printer Labels for Early Voting in McKinney	$150.00
Ballot Style Setup Fee & Delivery	$250.00
County Overtime and Temporaries	$25,000.00
FICA & Retirement for County Employees	$2,000.00
Total	$38,650.00
Number of Entities	20
Total Per Entity	$1,932.50
Total for Tabulation & Centralized Costs	**$2,192.50**

SUMMARY OF COSTS FOR THE CITY OF FRISCO

SUPPLY COST	$544.00
EQUIPMENT RENTAL COST	$3,146.46
EARLY VOTING	$4,536.07
ELECTION DAY	$817.33
ADMINISTRATIVE EXPENSES	$81.00
TABULATION/CENTRALIZED COSTS	$2,192.50
Total	$11,317.36
10% Administrative Fee	$1,131.74
Total	**$12,449.10**
90% Deposit Due by 4/2/10	**$11,204.19**

Exhibit "D"

JOINT ELECTION AGREEMENT

between

The City Council of the City of Frisco, Texas (the City) and the Board of Trustees of the Frisco Independent School District (the School), and the Board of Trustees of Collin County Community College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School, and the College do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election of the General Election of the City and General Election of the School and the College to be held on Saturday, May 8, 2010. All entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on behalf of the three entities.

The three entities shall share equally in the expense of the polling locations, election officials, supplies, ballots and other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

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 8, 2010, Joint General & Special Election; they will be liable only for the contract preparation fee of $75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS in its meeting held the ____ day of _____, 2010 and executed by its authorized representative.

By:_____ Maher Maso, Mayor

Attest:_____ Jenny Page, City Secretary

APPROVED ON BEHALF OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the 8th day of February, 2010, and executed by its authorized representative.

By: Rick Reedy Dr. Rick Reedy, Superintendent

Attest: Daniel Mossakowski, President

APPROVED BY THE BOARD OF TRUSTEES OF COLLIN COUNTY COMMUNITY COLLEGE DISTRICT in its meeting held the ____ day of _____, 2010, and executed by its authorized representative.

By:_____ Dr. Cary Israel, President

Attest: _____ Brenda Kihl, Asst. Vice President of Strategic Initiatives