

**City Council
Agenda Memo**



**City Council
Meeting Date: Feb. 12, 2015**

TO: David A. Vela, Interim City Manager

FROM: Danette Dunlap, City Secretary

SUBJECT: Oral Resolution – Authorizing the Interim City Manager to enter into an Election Services Contract with Taylor County Election Administrator.

GENERAL INFORMATION

The City will contract for election services with the Taylor County Elections Administrator.

FUNDING AND FISCAL IMPACT

The estimated cost for a City Election is approximately \$25,000 to 30,000 depending on the number of polling locations.

STAFF RECOMMENDATION

Staff recommends that Council approve by Oral Resolution – Authorizing the City Manager to enter into an Election Services Contract with the Taylor County Election Administrator.

ATTACHMENTS

Contract for Election Services

| | | |
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| Prepared by: Name: <u>Danette Dunlap</u> Title: <u>City Secretary</u> | Item # <u>6.2</u> | Disposition by City Council <input type="checkbox"/> Approved Ord/Res# _____ <input type="checkbox"/> Denied <input type="checkbox"/> Other _____ City Secretary |
|---|-------------------|--|

**CONTRACT
FOR JOINT ELECTION SERVICES**

MAY 9, 2015

**CITY OF ABILENE
WYLIE INDEPENDENT SCHOOL DISTRICT
CITY OF IMPACT**

AND

**TAYLOR COUNTY ELECTIONS OFFICE
KRISTI ALLYN
ELECTIONS ADMINISTRATOR**

THE STATE OF TEXAS

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CONTRACT FOR ELECTION SERVICES

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COUNTY OF TAYLOR

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THIS CONTRACT IS ENTERED INTO BETWEEN TAYLOR COUNTY ELECTIONS ADMINISTRATOR, KRISTI ALLYN, HEREINAFTER REFERRED TO AS ADMINISTRATOR, AND THE FOLLOWING POLITICAL SUBDIVISIONS, HEREINAFTER REFERRED TO JOINTLY AS ENTITIES: CITY OF ABILENE, ACTING BY AND THROUGH ITS CITY COUNCIL, THE WYLIE INDEPENDENT SCHOOL DISTRICT, ACTING BY AND THROUGH ITS SUPERINTENDENT, AND THE CITY OF IMPACT, ACTING BY AND THROUGH ITS CITY COUNCIL, PURSUANT TO TEX. ELEC. CODE ANN., SEC. 31.091, WITNESSETH:

1. **RECITALS.** THE ADMINISTRATOR IS THE COUNTY ELECTIONS ADMINISTRATOR OF TAYLOR COUNTY, TEXAS, AND IS THE OFFICER IN CHARGE OF ELECTION DUTIES. THE ENTITIES ARE POLITICAL SUBDIVISIONS SITUATED PARTIALLY WITHIN TAYLOR COUNTY, TEXAS. THE ENTITIES AND THE ADMINISTRATOR HAVE DETERMINED THAT IT IS IN THE PUBLIC INTEREST OF THE INHABITANTS OF THE ENTITIES THAT THE ADMINISTRATOR FURNISH TO THE ENTITIES CERTAIN ELECTION SERVICES AND EQUIPMENT NEEDED BY THE ENTITIES IN CONNECTION WITH THE HOLDING OF THE ELECTION ON **MAY 9, 2015**. THIS CONTRACTUAL AGREEMENT WILL BE BINDING UPON THE PARTIES WITH REGARD TO THIS ELECTION ONLY. ELECTRONIC VOTING EQUIPMENT IS TO BE USED.

2. **DUTIES AND SERVICES OF ADMINISTRATOR.** THE ADMINISTRATOR SHALL BE RESPONSIBLE FOR PERFORMING THE FOLLOWING DUTIES AND SHALL FURNISH THE FOLLOWING SERVICES AND EQUIPMENT:

(A) PREPARE LIST OF PERSONS TO RECOMMEND FOR APPOINTMENT AS PRESIDING ELECTION JUDGES, ALTERNATE JUDGES, MANAGER OF CENTRAL COUNTING, TABULATION SUPERVISOR, JUDGE OF CENTRAL COUNTING STATION, JUDGE OF EARLY BALLOT BOARD AND ASSISTANTS; RECRUIT AND TRAIN THE JUDGES AND CLERKS; AND CONFIRM JUDGES AND POLLING PLACES.

(B) DISTRIBUTE ELECTION SUPPLIES.

(C) ASSEMBLE AND EDIT LISTS OF REGISTERED VOTERS TO BE USED IN CONDUCTING THE ELECTION, IN CONFORMITY WITH THE BOUNDARIES OF THE CITY AND THE ELECTION PRECINCTS ESTABLISHED FOR THE ELECTION.

(D) PREPARE AND DISTRIBUTE ELECTION EQUIPMENT, AND ISSUE ELECTION SUPPLIES TO THE PRECINCT JUDGES, WHO SHALL BE RESPONSIBLE FOR PICKING UP ELECTION SUPPLIES AND MATERIALS AT THE TIME AND PLACE DETERMINED BY THE ELECTIONS ADMINISTRATOR.

(E) ARRANGE FOR USE OF A CENTRAL COUNTING STATION AND FOR THE TABULATING PERSONNEL AND EQUIPMENT NEEDED AT THE COUNTING STATION AND PREPARE PROGRAMS AND TEST MATERIALS FOR TABULATION OF THE BALLOTS TO BE USED WITH ELECTRONIC VOTING EQUIPMENT.

(F) PUBLISH LEGAL NOTICE OF THE DATE, TIME AND PLACE OF THE TESTING OF THE ELECTRONIC TABULATING EQUIPMENT AND CONDUCT SUCH TESTING.

(G) SUPERVISE THE HANDLING AND DISPOSITION OF ELECTION RETURNS; VOTED BALLOTS; TABULATE UNOFFICIAL RETURNS AND ASSIST IN PREPARING THE TABULATION FOR THE OFFICIAL CANVASS.

(H) PROVIDE INFORMATION SERVICES FOR VOTERS AND ELECTION OFFICERS.

(I) ASSIST IN PROVIDING GENERAL OVERALL SUPERVISION OF THE ELECTION AND PROVIDE ADVISORY SERVICES IN CONNECTION WITH THE DECISIONS TO BE MADE AND ACTIONS TO BE TAKEN BY OFFICERS OF THE ENTITIES WHO ARE RESPONSIBLE FOR HOLDING THE ELECTION.

(J) PROVIDE TO THE ENTITIES TIMELY CUMULATIVE REPORTS OF THE ELECTION RESULTS AS PRECINCTS ARE TABULATED.

(K) SUPERVISE THE CONDUCT OF EARLY VOTING IN PERSON AND BY MAIL AND SUPPLY PERSONNEL TO SERVE AS DEPUTY EARLY VOTING CLERKS.

(L) PROCESS ALL APPLICATIONS FOR EARLY VOTING BALLOTS BY MAIL, INCLUDING THOSE RECEIVED BY THE ENTITIES. ENTITIES SHALL TRANSPORT SUCH REQUESTS ON THE DAY OF RECEIPT TO THE OFFICE OF THE TAYLOR COUNTY ELECTIONS ADMINISTRATOR FOR PROCESSING. PERSONS VOTING BY MAIL WILL SEND THEIR MARKED BALLOTS TO THE OFFICE OF THE TAYLOR COUNTY ELECTIONS ADMINISTRATOR.

(M) ARRANGE FOR PERSONNEL, PLACE, AND TIME FOR ALL EARLY VOTING BALLOTS (THOSE CAST BY MAIL AND THOSE CAST BY PERSONAL APPEARANCE) TO BE PREPARED FOR TABULATION BY AN EARLY VOTING BALLOT BOARD.

- (N) ARRANGE FOR PERSONNEL AND CONDUCT MANUAL COUNT, IF WAIVER IS NOT OBTAINED BY THE CITY.
- (O) CONDUCT CANDIDATE DRAWING FOR BALLOT PLACEMENT
- (P) PROCURE, PREPARE, AND PROOF OFFICIAL AND SAMPLE BALLOT PAGES.
- (Q) BE RESPONSIBLE FOR PAYMENT TO ALL PARTIES WHO HAVE PROVIDED SERVICES, SUPPLIES AND VOTING LOCATIONS FOR THE ELECTION.
- (R) PROCURE ALL ELECTION SUPPLIES, INCLUDING ELECTION DAY AND EARLY VOTING KITS, JUDGES BOOTH CONTROLLERS, DISABLED ACCESS UNITS AND E-SLATES
- (S) ARRANGE FOR SUPPLIES TO BE DELIVERED TO TAYLOR COUNTY ELECTIONS OFFICE, 400 OAK STREET, SUITE 101, ABILENE, TEXAS 79602.
- (T) PAY ALL PERSONNEL FROM PAYROLL SHEETS COLLECTED BY ADMINISTRATOR.

3. **DUTIES AND SERVICES OF ENTITIES.** THE ENTITIES SHALL:

- (A) PREPARE APPROPRIATE DOCUMENTS FOR ESTABLISHING THE PRECINCTS AND POLLING PLACES.
- (B) PREPARE ALL ELECTION ORDERS, WRITS, RESOLUTIONS, NOTICES, AND OTHER PERTINENT DOCUMENTS FOR ADOPTION FOR EXECUTION BY THE APPROPRIATE OFFICER OR BODY, AND TAKE ALL ACTIONS NECESSARY UNDER LAW FOR CALLING THE ELECTION, APPOINT THE PRESIDING JUDGES, ALTERNATE JUDGES, MANAGER OF CENTRAL COUNTING, TABULATION SUPERVISOR, JUDGE OF THE CENTRAL COUNTING STATION, JUDGE OF EARLY BALLOT BOARD AND ASSISTANTS AND OTHER ELECTION OFFICERS, ESTABLISH PRECINCTS AND POLLING PLACES, HANDLE CONTESTS, CANVASS THE RETURNS AND DECLARE THE RESULTS.
- (C) PREPARE ALL WRITTEN ELECTION NOTICES FOR PUBLISHING IN THE OFFICIAL CITY NEWSPAPER FOR ADMINISTRATOR. ENTITIES SHALL POST WRITTEN NOTICES AT CITY HALL AND SCHOOL ADMINISTRATION OFFICE.
- (D) PROVIDE THE SERVICES NECESSARY TO TRANSLATE ANY ELECTION DOCUMENTS INTO SPANISH.
- (E) PRIOR TO ELECTION DAY EACH ENTITY WILL PROVIDE TO ADMINISTRATOR THE NAME AND TELEPHONE NUMBER OF AN AGENT TO REPRESENT THE ENTITIES. AGENT IS TO BE ON CALL TO THE ELECTIONS OFFICE DURING THE HOURS OF THE ELECTION.
- (F) PAY ANY ADDITIONAL COSTS INCURRED BY THE ADMINISTRATOR IF A RECOUNT FOR SAID ELECTION IS REQUIRED, OR THE ELECTION IS CONTESTED IN ANY MANNER.
- (G) PREPARE ANY SUBMISSION OF VOTING CHANGES TO BE SUBMITTED TO THE U.S. DEPARTMENT OF JUSTICE UNDER THE FEDERAL VOTING RIGHTS ACT OF 1965, AS AMENDED.
- (H) APPROVE THE PRINTING OF MAIL AND SAMPLE BALLOT PAGES.
- (I) REQUEST WAIVER FOR MANUAL COUNT, IN ACCORDANCE WITH SEC. 127.201 OF THE TEXAS ELECTION CODE, IF NECESSARY.

4. **PAYMENT OF SERVICES:**

ENTITIES SHALL PAY TOTAL ACTUAL EXPENSES OF THE ELECTION PLUS A 10% ADMINISTRATIVE FEE BASED ON THEIR AGREED SHARE OF THE EXPENSES. PAYMENT FOR SERVICES SHALL BE STATED IN THE ATTACHED EXHIBIT A, INCORPORATED HEREIN FOR ALL PURPOSES. RUNOFF ELECTION SHALL BE TREATED AS A SEPERATE ELECTION.

- (A) IN THE ELECTION ON **MAY 09, 2015**, COVERED BY THIS AGREEMENT, THE ADMINISTRATOR'S SERVICES SHALL BE AS STATED HEREIN.
- (B) IN THE EVENT OF ANY DISAGREEMENT AMONG SAID PARTIES CONCERNING SAID MECHANICAL AND/OR PROCEDURAL DETAILS OF THE PREPARATION FOR OR CONDUCT OF SAID ELECTION, SUCH DISAGREEMENT OR QUESTION SHALL BE RESOLVED BY FOLLOWING THE METHOD OR PROCEDURE FAVORED BY THE MAJORITY OF SAID PARTIES.
- (C) PAYMENT FOR SERVICES SHALL BE AS STATED IN THE ATTACHED EXHIBIT A.

5. **GENERAL CONDITIONS:**

(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 ELECTION IS TO BE FILED OR ANY OTHER ELECTION FUNCTION PERFORMED AS IS ESTABLISHED BY LAW.

(B) THE CONTRACTING OFFICER SHALL FILE COPIES OF THIS CONTRACT WITH THE COUNTY TREASURER AND THE COUNTY AUDITOR OF TAYLOR COUNTY.

IN WITNESS WHEREOF, ENTITIES AND ADMINISTRATOR CAUSED THIS AGREEMENT TO BE DULY EXECUTED THIS _____ DAY OF _____ 2015.

CITY OF ABILENE

WYLIE INDEPENDENT SCHOOL DISTRICT

BY: _____
MAYOR

BY: _____
W.I.S.D. SUPERINTENDENT

ATTEST: _____
CITY SECRETARY

ATTEST: _____
SCHOOL BOARD SECRETARY

APPROVED:

CITY OF IMPACT

CITY ATTORNEY

BY: _____
MAYOR

ATTEST: _____
CITY SECRETARY

TAYLOR COUNTY ELECTIONS ADMINISTRATOR

BY: _____
KRISTI ALLYN
ELECTIONS ADMINISTRATOR