

**May 6, 2017**  
**Joint General Election**  
**Contract for Election Services**  
**City of Celina/CISD/Marilee SUD**  
**& Collin County MUD #1**

# May 6, 2017 Joint General Election

## Table of Contents

I.....Duties and Services of Contracting Officer  
II.....Duties and Services of City, School District, SUD and MUD  
III.....Cost of Election  
IV..... Joint General Agreement  
V.....General Provisions

## Exhibits

Exhibit A.....Early Voting Schedule and Locations  
Exhibit B.....Election Day Vote Centers  
Exhibit C.....Cost of Services  
Exhibit D.....Joint General Agreement

**THE STATE OF TEXAS**

**CONTRACT FOR**

**COUNTY OF COLLIN §  
CITY – SCHOOL CELINA  
MARILEE SPECIAL UTILITY DISTRICT  
COLLIN COUNTY MUNICIPAL  
UTILITY DISTRICT #1  
SERVICES**

**ELECTION**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF CELINA, hereinafter referred to as the "CITY," the BOARD OF TRUSTEES OF THE CELINA INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," the BOARD OF DIRECTORS OF THE MARILEE SPECIAL UTILITY DISTRICT, hereinafter referred to as the "SUD" and the BOARD OF DIRECTORS OF COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1, hereinafter referred to as the "MUD" and BRUCE SHERBET, 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, School District, SUD and MUD's May 6, 2017 Joint General Election and a City/SUD/MUD Runoff Election, if necessary, on June 10, 2017. 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, School District, SUD and MUD will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, 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, School District, SUD and MUD.

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 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.

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 election supply cabinets.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City, School District and SUD.

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, School District, SUD and MUD's May 6, 2017, 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, School District, SUD or MUD 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 Vote Centers. The City, School District, SUD and MUD shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers 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 Bruce Sherbet. 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, School District, SUD and MUD 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, School District, SUD and MUD 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, School District, SUD and MUD can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City, School District, SUD and MUD 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, School District, SUD and MUD 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.

**II. DUTIES AND SERVICES OF THE CITY, SCHOOL DISTRICT, SUD AND MUD.** The City, School District, SUD and MUD shall assume the following responsibilities:

A. The City, School District, SUD and MUD shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City, School District, SUD and MUD assume the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City, School District, SUD and MUD 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 3, 2017.

C. The City, School District, SUD and MUD shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. **The City, School District, SUD and MUD shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 22, 2017, the official wording for the City, School District, SUD and MUD's May 6, 2017, Joint General Election.**

b. The City, School District, SUD and MUD shall approve the "blue line" ballot format prior to the final printing.

D. The City, School District, SUD and MUD shall post the publication of election notice by the proper methods with the proper media.

E. The City, School District, SUD and MUD 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.

F. The City, School District, SUD and MUD shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 7, 2017. 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  
2300 Bloomdale Rd. #3138  
McKinney, Texas 75071**

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

G. The City, School District, SUD and MUD 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 GENERAL 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, School District, SUD and MUD's May 6, 2017, 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, School District, SUD and MUD.

C. If the City, School District, SUD or MUD 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 6, 2017, 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 6, 2017, Joint General 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 \_\_\_\_\_ 2017.

\_\_\_\_\_  
Bruce Sherbet  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

By: \_\_\_\_\_  
Sean Terry, Mayor  
City of Celina

Attest: \_\_\_\_\_  
Vicki Faulkner, City Secretary  
City of Celina

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

By: \_\_\_\_\_  
Rick DeMasters, Superintendent  
Celina Independent School District

Attest: \_\_\_\_\_  
Lana Brooks, Secretary  
Celina Independent School District

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

By: \_\_\_\_\_  
Denny Brackeen, President  
Marilee SUD

Attest: \_\_\_\_\_  
Donna Loiselle, Asst. Secretary  
Marilee SUD

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

By: \_\_\_\_\_  
Keller Webster, President  
Collin County MUD #1

Attest: \_\_\_\_\_  
Kenneth Prater, Secretary  
Collin County MUD #1

Exhibit "A"

**MAY 6, 2017  
JOINT GENERAL ELECTION**

**Early Voting Locations and Hours  
City of Celina, CISD, Marilee SUD & Collin County MUD#1\***

Polling Place		Address			City	
Collin County Election Office (Main Early Voting Location)		2010 Redbud Blvd., #102			McKinney	
Celina ISD Administration Building		205 S. Colorado			Celina	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>	<i>April 29</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm Election Day</b>

\* City, School District, SUD and MUD 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 6, 2017**

**JOINT GENERAL ELECTION**

**Election Day Vote Centers**

**City of Celina, CISD, Marilee SUD & Collin County MUD #1\***

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
"VOTE CENTER"	Celina ISD Administration Bldg.	205 S. Colorado	Celina

\*City, School District, SUD and MUD voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

**SUMMARY OF COSTS FOR CELINA ISD**

<b>SUPPLY COST</b>	<b>\$73.20</b>
<b>EQUIPMENT RENTAL COST</b>	<b>\$428.80</b>
<b>EARLY VOTING</b>	<b>\$694.50</b>
<b>ELECTION DAY</b>	<b>\$94.60</b>
<b>ADMINISTRATIVE EXPENSES</b>	<b>\$15.00</b>
<b>TABLATION/PROGRAMMING COSTS</b>	<b>\$795.58</b>
<b>CENTRALIZED COSTS</b>	<b>\$212.18</b>
<hr/>	
Total	\$2,313.86
10% Administrative Fee	<u>\$231.39</u>
<b>Grand Total</b>	<b>\$2,545.25</b>
<hr/>	
90% Deposit due by 4/07/17	<b>\$2,290.72</b>

Exhibit D

JOINT ELECTION AGREEMENT

between

The City Council of the City of Celina (the City), the Board of Trustees of the Celina Independent School District (CISD), known as (the School), the Board of Director's of the Marilee Special Utility District (SUD) and the Collin County Municipal Utility District #1 (MUD) and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School, SUD, MUD 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 Election and Special Election should it be called, of the School District and the College and the General Election and Special Election should it be called of the SUD and MUD to be held on Saturday, May 6, 2017. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, CISD, SUD, MUD and the College shall share equally in shared expenses applicable for the Early Voting location and Election Day Vote Center at the Celina ISD Administration Building. 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 6, 2017. 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 6, 2017, Joint General & Special Election of the City, the School District, the SUD, the MUD 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 CELINA, TEXAS** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and executed by its authorized representative.

By: \_\_\_\_\_  
Sean Terry, Mayor  
City of Celina

Attest: \_\_\_\_\_  
Vicki Faulkner, City Secretary  
City of Celina

**APPROVED BY THE TRUSTEES OF THE CELINA INDEPENDENT SCHOOL DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and executed by its authorized representative.

By: \_\_\_\_\_  
Rick DeMasters, Superintendent  
Celina Independent School District

Attest: \_\_\_\_\_  
Lana Brooks, Secretary  
Celina Independent School District

**APPROVED BY THE BOARD OF DIRECTORS OF THE MARILEE SPECIAL UTILITY DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and executed by its authorized representative.

By: \_\_\_\_\_  
Denny Brackeen, President  
Marilee SUD

Attest: \_\_\_\_\_  
Donna Loiselle, Asst. Secretary  
Marilee SUD

**APPROVED BY THE BOARD OF DIRECTORS OF THE COLLIN COUNTY MUNICIPAL UTILITY DISTRICT #1** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and executed by its authorized representative.

By: \_\_\_\_\_  
Keller Webster, President  
Collin County MUD #1

Attest: \_\_\_\_\_  
Kenneth Prater, Secretary  
Collin County MUD #1

**APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT** in its meeting held the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and executed by its authorized representative.

By: \_\_\_\_\_  
H. Neil Matkin, Ed.D. District President  
Collin College

Attest: \_\_\_\_\_  
Kim Davison, Sr. Vice President  
Collin College