

City of Las Cruces²²

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 2 Ordinance/Resolution# 12-009

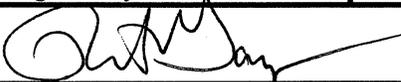
For Meeting of _____
(Ordinance First Reading Date)

For Meeting of July 18, 2011
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOÑA ANA COUNTY FOR RENTAL OF VOTING MACHINES AND ELECTION SERVICES FOR USE IN MUNICIPAL ELECTIONS FOR A THREE (3) YEAR PERIOD.

PURPOSE(S) OF ACTION:

To enter into a contract with Doña Ana County for use of voting machines and election services.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Esther Martinez	<u>Department/Section:</u> Legal/City Clerk	<u>Phone:</u> 541-2115
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces entered into a tri-yearly contract with Doña Ana County in August 2007 for use of voting machines and election services. This contract expired in August 2010. A new contract has been negotiated with the County Clerk for the next three years. This will provide the city with the service of voting machines for the coming three years.

This contract provides the same election services from Doña Ana County as the previous contract. The type of voting machines to be used will be M-100 tabulators and AutoMark ballot markers. The service cost for programming the new machines will be \$14.26 per hour (lead Voting Machine Technician) and \$11.55 (non-lead Voting Machine Technician). The previous contract charged \$13.00 per hour (lead Voting Machine Technician) and \$11.63 per hour (non-lead Voting Machine Technician).

The non-lead Voting Machine Technician (VMT) programs, certifies and delivers voting machines to assigned polling places. During the election they will assist in troubleshooting of the voting machines if necessary. The lead Voting Machine Technician will perform the same duties to include assigning and monitoring the work of staff assigned. The non-lead and lead Voting Machine Technicians are required to be certified by the New Mexico Secretary of State.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Contract for Voting Machines and Election Services.

(Continue on additional sheets as required)

3. Attachment "A", Expired Contract for Voting Machines and Election Services.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the (_____) Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: (_____) in the amount of \$ _____ for FY ____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	10101060-722190	TBD	\$45,000.00	TBD	Election materials and pay for precinct workers on election day.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the contract with Doña Ana County for voting machines and election services.
2. Vote "No"; this is not an option because we cannot contract with another county.
3. Vote to "Amend"; this would require we go back to Doña Ana County to renegotiate the contract and will delay receiving election services.
4. Vote to "Table"; this will delay getting information from Doña Ana County for the upcoming municipal election in November 2011.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 12-009

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DOÑA ANA COUNTY FOR RENTAL OF VOTING MACHINES AND ELECTION SERVICES FOR USE IN MUNICIPAL ELECTIONS FOR A THREE (3) YEAR PERIOD.

The City Council is informed that:

WHEREAS, Section 3-8-13, NMSA 1978, as amended requires the use of voting machines for the conduct of Municipal Elections; and

WHEREAS, Section 1-9-6, NMSA, 1978, as amended permits the Doña Ana County Clerk to make available to the City of Las Cruces a sufficient number of voting machines to conduct a municipal election for a reasonable fee to the City; and

WHEREAS, a tri-yearly contract is required for the rental of these machines; and

WHEREAS, the current voting machine contract with Doña Ana County has expired; and

WHEREAS, the County Clerk has the authority to enter into this contract and has drafted a contract for acceptance by the governing body of the City of Las Cruces.

NOW THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City Manager of the City of Las Cruces, New Mexico is hereby authorized to execute the attached Contract for Voting Machines and Election Services, marked as Exhibit "A", on behalf of the City of Las Cruces.

(II)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this ____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

CONTRACT NO. DAC - _____

CONTRACT FOR VOTING MACHINES AND ELECTION SERVICES

This Contract is entered into between the County of Dona Ana, New Mexico by and through the County Clerk, hereinafter referred to as "County" and the City of Las Cruces, an incorporated municipality, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, pursuant to Section 1-9-12, NMSA 1978, the County Clerk has the responsibility for the custody, care and transportation of State-owned M-100 vote tabulators and AutoMark ballot markers, hereinafter referred to as "voting machines;" and,

WHEREAS, pursuant to Section 1-9-6, NMSA 1978, the County Clerk shall make available to the City a sufficient number of voting machines to conduct a municipal election; and,

WHEREAS, a reasonable fee may be charged by the County for the use of the voter database, data entry and/or any programming necessary to generate the requested data, but in no case shall such fee exceed the costs associated with providing such services; and

WHEREAS, the County agrees to make available trained voting machine technicians ("VMT's") and the City desires to use such technicians in accordance with paragraph 5 of this agreement; and

WHEREAS, the County and the City desire to enter into this contract for voting machines and related services.

THEREFORE, the parties agree to the terms and conditions of this contract as follows:

1. The County agrees to furnish voting machines at no cost for the use in municipal elections as requested by the City.
2. The County shall transport these voting machines to and from the designated polling places where machines are required. No other agency shall transport the machines without prior written approval of the County Clerk.
3. The City agrees to provide the County Clerk, in writing, the following information within fifteen (15) days of the adoption by the City of the any resolution scheduling a municipal election:
 - a. A detailed list of the precinct polling places by address and location description. The County shall provide one M-100 voting tabulator for each precinct located in

a consolidated polling place and at least one AutoMark ballot marker for each consolidated polling place.

4. The City further agrees to reimburse the County for all election supplies, travel expenses, and other election related expenses incurred by the County with respect to the City's municipal election.
5. The County has Voting Machine Technicians (VMT's) skilled and knowledgeable in the areas of programming, repairing, and clearing voting machines pursuant to Section 1-9-13, NMSA 1978; and
 - a. The City agrees to use County VMT's for programming and clearing voting machine cartridges used in the M-100 voting tabulators and AutoMark ballot markers. For said services, the City agrees to reimburse to the County the then current hourly rate, which includes benefits for VMT's, including overtime as needed at the rate of one and one half times per hour. The 2011 hourly rates are \$11.55(VMT) and \$14.26 (lead VMT).
 - b. In the event that the city shall require VMT's for trouble-shooting services on Election Day, the City will pay the County for such services at the rates stated above.
 - c. If the City wishes the County to conduct or assist in the training classes for pollworkers, the City shall pay the county \$150 per training class to cover related administrative expenses incurred by the County in the preparation and conduct of such training classes."
6. The County agrees to furnish the City in a timely manner with the appropriate voter registration lists compatible electronic format, and printed in signature rosters, containing only the qualified electors eligible to vote in the municipality prior to the election, and the City hereby agrees to reimburse the County for all reasonable costs involved. At least seven days prior to the election the County will furnish the City with a registered voter list.
7. The County agrees to assume full responsibility for delivery of the voting machines in good working condition no earlier than five days nor later than noon the day prior to early voting and the election. Should any voting machine become inoperable during the election which cannot be repaired on site, the County shall expeditiously replace it with a pre-programmed stand-by cartridge, or machine, as needed.
8. The City agrees to assume full responsibility for the custodial use of the voting machines as follows:
 - a. Connecting and disconnecting each voting machine's electrical power cord and circuit breaker at the opening and closing of the polls respectively.

- b. Proper power-up, operation and shutdown of the machines at the opening, voting period and the closing of the polls, respectively.
 - c. Checking all voting machines within 24 hours after the closing of polls to insure each machine is properly shutdown, secured, and ready for removal by the County.
9. The County agrees to remove the voting machines from the polling places within three (3) working days of the day of the election.
 10. The City agrees to pay for any damage to any such voting machine(s) caused by fire, theft, or any other cause while under its custody and control.
 11. The City agrees to use the voting machine(s) at its own risk and neither party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
 12. There is no charge for stand-by service at the County Clerk's Bureau of Elections on election day for emergency certification of voters from 7:00 a.m. to 7:00 p.m.
 13. The term of this contract shall be a three (3) year period commencing on the date entered below. This contract may be terminated without cause by either party upon thirty (30) days written notice to the other party.
 14. The parties shall provide for strict accountability of all receipts and disbursements under this contract.

IN WITNESS WHEREOF, the parties hereto have set their seals this _____ day of _____, 2011.

DOÑA ANA COUNTY

CITY OF LAS CRUCES

County Manager

City Manager

APPROVED:

Doña Ana County Clerk

City Clerk

Approved as to Form:



City Attorney

Las Cruces Voting Machine Agreement

CONTRACT NO. DAC - _____

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This Contract is entered into between the County of Dona Ana, New Mexico by and through the County Clerk, hereinafter referred to as "County" and the City of Las Cruces, an incorporated municipality, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, pursuant to Section 1-9-12, NMSA 1978, the County Clerk has the responsibility for the custody, care and transportation of State-owned M-100 vote tabulators and AutoMark ballot markers, hereinafter referred to as "voting machines;" and,

WHEREAS, pursuant to Section 1-9-6, NMSA 1978, the County Clerk shall make available to the City a sufficient number of voting machines to conduct a municipal election; and,

WHEREAS, a reasonable fee may be charged by the County for the use of the voter database, data entry and/or any programming necessary to generate the requested data, but in no case shall such fee exceed the costs associated with providing such services; and

WHEREAS, the County agrees to make available trained voting machine technicians ("VMT's") and the City desires to use such technicians in accordance with paragraph 5 of this agreement; and

WHEREAS, the County and the City desire to enter into this contract for voting machines and related services.

THEREFORE, the parties agree to the terms and conditions of this contract as follows:

1. The County agrees to furnish voting machines at no cost for the use in municipal elections as requested by the City.
2. The County shall transport these voting machines to and from the designated polling places where machines are required. No other agency shall transport the machines without prior written approval of the County Clerk.
3. The City agrees to provide the County Clerk, in writing, the following information within fifteen (15) days of the adoption by the City of the any resolution scheduling a municipal election:
 - a. A detailed list of the precinct polling places by address and location description. The County shall provide one M-100 voting tabulator for each precinct located in

a consolidated polling place and at least one AutoMark ballot marker for each consolidated polling place.

4. The City further agrees to reimburse the County for all election supplies, travel expenses, and other election related expenses incurred by the County with respect to the City's municipal election.
5. The County has Voting Machine Technicians (VMT's) skilled and knowledgeable in the areas of programming, repairing, and clearing voting machines pursuant to Section 1-9-13, NMSA 1978; and
 - a. The City agrees to use County VMT's for programming and clearing voting machine cartridges used in the M-100 voting tabulators and AutoMark ballot markers. For said services, the City agrees to reimburse to the County the then current hourly rate, which includes benefits for VMT's, including overtime as needed at the rate of one and one half times per hour. The 2011 hourly rates are \$11.55(VMT) and \$14.26 (lead VMT).
 - b. In the event that the city shall require VMT's for trouble-shooting services on Election Day, the City will pay the County for such services at the rates stated above.
 - c. If the City wishes the County to conduct or assist in the training classes for pollworkers, the City shall pay the county \$150 per training class to cover related administrative expenses incurred by the County in the preparation and conduct of such training classes."
6. The County agrees to furnish the City in a timely manner with the appropriate voter registration lists compatible electronic format, and printed in signature rosters, containing only the qualified electors eligible to vote in the municipality prior to the election, and the City hereby agrees to reimburse the County for all reasonable costs involved. At least seven days prior to the election the County will furnish the City with a registered voter list.
7. The County agrees to assume full responsibility for delivery of the voting machines in good working condition no earlier than five days nor later than noon the day prior to early voting and the election. Should any voting machine become inoperable during the election which cannot be repaired on site, the County shall expeditiously replace it with a pre-programmed stand-by cartridge, or machine, as needed.
8. The City agrees to assume full responsibility for the custodial use of the voting machines as follows:
 - a. Connecting and disconnecting each voting machine's electrical power cord and circuit breaker at the opening and closing of the polls respectively.

- b. Proper power-up, operation and shutdown of the machines at the opening, voting period and the closing of the polls, respectively.
 - c. Checking all voting machines within 24 hours after the closing of polls to insure each machine is properly shutdown, secured, and ready for removal by the County.
9. The County agrees to remove the voting machines from the polling places within three (3) working days of the day of the election.
 10. The City agrees to pay for any damage to any such voting machine(s) caused by fire, theft, or any other cause while under its custody and control.
 11. The City agrees to use the voting machine(s) at its own risk and neither party to this agreement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
 12. There is no charge for stand-by service at the County Clerk's Bureau of Elections on election day for emergency certification of voters from 7:00 a.m. to 7:00 p.m.
 13. The term of this contract shall be a three (3) year period commencing on the date entered below. This contract may be terminated without cause by either party upon thirty (30) days written notice to the other party.
 14. The parties shall provide for strict accountability of all receipts and disbursements under this contract.

IN WITNESS WHEREOF, the parties hereto have set their seals this _____ day of _____, 2011.

DOÑA ANA COUNTY

CITY OF LAS CRUCES

County Manager

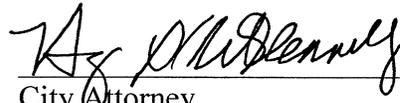
City Manager

APPROVED:

Doña Ana County Clerk

City Clerk

Approved as to Form:



City Attorney

Las Cruces Voting Machine Agreement

08 - 019

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WHEREAS, a reasonable fee may be charged by the County for the use of the voter database, data entry and/or any programming necessary to generate the requested data, but in no case shall such fee exceed the costs associated with providing such services; and

WHEREAS, pursuant to Section 1-9-13 NMSA 1978, the County agrees to make available trained voting machine technicians ("VMT's") and the City desires to use such technicians in accordance with paragraph 6 of this agreement; and

WHEREAS, the County and the City desire to enter into this contract for voting machines and related services.

THEREFORE, the parties agree to the terms and conditions of this contract as follows:

1. The County agrees to furnish voting machines at the cost indicated below for the use in municipal elections as requested by the City.
2. The County shall transport these voting machines to and from the designated polling places where machines are required. No other agency shall transport the machines without prior written approval of the County Clerk.
3. The City agrees to provide the County Clerk, in writing, the following information within fifteen (15) days of the adoption by the City of any resolution scheduling a municipal election:
 - a. A detailed list of the precinct polling places by address and location description. The County shall provide one M-100 voting tabulator and one AutoMark ballot marker for each precinct located in a consolidated polling place.
4. The City agrees to provide a purchase order to the vendor of the County's choice for payment of transportation and communication costs which shall include, but not be limited to, truck and phone rental, mileage, fuel and air time.
5. The City further agrees to reimburse the County for all election supplies, travel expenses, and other election related expenses incurred by the County with respect to the City's municipal election.

6. The County has VMT's skilled and knowledgeable in the areas of programming, repairing, and clearing voting machines pursuant to Section 1-9-13, NMSA 1978; and
 - a. The City agrees to use County VMT's for programming and clearing voting machine cartridges used in the M-100 voting tabulators and AutoMark ballot markers, and pay the County for such services at the rate of \$13.00 per hour (lead VMT) and \$11.63 per hour (non-lead VMT), respectively, plus overtime as needed at the rate of one and one half times per hour.
 - b. In the event that the city shall require VMT's for trouble-shooting services on election day, the City will pay the County for such services at the rates stated above.
 - c. If the City wishes the County to conduct or assist in the training classes for poll workers, the City shall pay the county \$150 per training class to cover related administrative expenses incurred by the County in the preparation and conduct of such training classes."
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- 13. There is no charge for stand-by service at the County Clerk's Bureau of Elections on Election Day for emergency certification of voters from 7:00 a.m. to 7:00 p.m.
- 14. The term of this contract shall be a three (3) year period commencing on the date entered below. This contract may be terminated without cause by either party upon thirty (30) days written notice to the other party.
- 15. The parties shall provide for strict accountability of all receipts and disbursements under this contract.

IN WITNESS WHEREOF, the parties hereto have set their seals this 3rd day of August, 2007.

DOÑA ANA COUNTY

Brian D. Hu
Doña Ana County Manager

CITY OF LAS CRUCES

[Signature]
Las Cruces City Manager

APPROVED:

Gayant Sanchez (Chief Deputy)
Doña Ana County Clerk

Esther Martinez
Las Cruces City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney