

- (B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by McAllen ISD;**
- (C) Provide information for election officers;**
- (D) Provide general overall supervision of the election and advisory services; and**
- (E) Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.**

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by McAllen ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of McAllen ISD election records.**

ARTICLE V

TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.**

ARTICLE VI

COST OF SERVICE AND BILLING

- 6.01** In consideration for the services provided hereunder by ADMINISTRATOR, McAllen ISD agrees to pay ADMINISTRATOR the amount of \$100.00 leasing fee for each iVotronic and \$100.00 leasing fee for each ADA iVotronic, AND a \$50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.
- 6.02** Payment shall be made by McAllen ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:
- Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**
- 6.03** Any monies remaining after the payment of all costs of elections bills, shall be the property of the McAllen ISD and returned to it.

ARTICLE VII

- 7.01** IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

- 8.01.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 9th day of February, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

MCALLEN ISD
NAME OF LEASING ENTITY

BY: Mark A Kent
PRINT: Mark A Kent
TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: Daniel D. Vela
PRINT: Daniel D. Vela
TITLE: Asst. Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,
BY: Stephen L. Crain
STEPHEN L. CRAIN

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND MCALLEN INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT (the "Agreement") is entered into by and between the McAllen ISD, Texas, acting by and through its School Board President, Mr. Mark Kent (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramon.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 09, 2009, general election of the School Board (the "Election"); and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - a. Procure, provide and distribute all necessary election supplies, including:
 - 1) Ballots (preparation and distribution only);
 - 2) Election kits; and
 - 3) Ballot boxes and voting booths provided free of charge by the County.
 - b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE, ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.
 - c. Serve as the Early Voting Clerk.
 - d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

- e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.
 - f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.
 - g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.
 - h. Preparation, distribution, and publication of all notices and newspaper advertisements.
 - i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.
 - j. 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 for the general trustee election.
 - k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.
2. The School shall be responsible for performing the following duties and shall furnish the following services:
- a. Payment of all necessary election supplies as required by the County, including but not limited to, ballots and elections kits, and \$50.00 of programming fee.
 - b. Pay for the cost of judges and election workers directly from payment vouchers submitted by the County Election Administrator and the School shall pay the election workers at \$9.00 per hour for Election Judges and \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and \$8.00 per hour per clerks unless the Deputy Early voting Clerks are employees of the school.
 - c. Reimburse the County for liability insurance coverage for election workers employed for the Election. The school shall reimburse the County upon invoicing for the liability insurance coverage rate.
 - d. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed;
 - (2) the authority with whom documents are filed under Title 15; or
 - (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.
4. The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County election Administrator's duties.
5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.
6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.
7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."
8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED in DUPLICATE this the 9th day of February, 2009.

MCCALLEN ISD, TEXAS

By: _____

MCCALLEN .I.S.D. Board President

ATTEST:

HIDALGO COUNTY, TEXAS

Board Secretary (Assistant Secretary)

By: _____

J.D Salinas, III Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____

Yvonne Ramón Elections Administrator

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P,

BY: _____

STEPHEN L. CRAIN

HIDALGO COUNTY ELECTIONS DEPARTMENT

INVOICE

ESTIMATE

101 S. 10TH St.

P.O. Box 659

Edinburg, Texas 78540

Phone: 956/318-2570

Fax: 956/318-2569

SERVICE FOR:

McAllen I.S.D

2000 N. 23rd

McAllen, Texas 78501

JOB DESCRIPTION:

Election Services for May 9, 2009 Election

(Please make checks payable to Hidalgo County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
	iVotronic (voting machine) 6 Early Vote @ \$100.00 ea	\$600.00	
	iVotronic (ADA voting machine) 3 Early Vote @ \$100.00 ea	\$300.00	
	iVotronic (voting machine) 18 Election Day @ \$100.00 ea	\$1,800.00	
	iVotronic (ADA voting machine) 6 Election Day @ \$100.00 ea	\$600.00	
	Programming of voting equipment	\$50.00	
	Ballot Board (other entities)	\$200.00	
	Election Judges Kit for Early Vote 3 @ \$35.00	\$105.00	
	Election Judges Kit for Election Day 6 @ \$35.00	\$210.00	
	Election Department Staff Overtime	N/A	
	Paper Ballots for mail-in ballots (1 case(1,000) @ \$80.00)	\$80.00	
	Combination Forms E.V. 150 forms x .45 each = \$67.50 Combination Forms E.D. 150 forms x .45 each = \$67.50	\$135.00	
	The Monitor Newspaper	\$1,000.00	
	Payroll Election Workers (18) – Early Vote	\$13,048.00	
	Payroll Election Workers (36) – Election Day	\$4,116.00	
	Sprint Cell Phone E.V.(3 cells x \$42.00) = \$126.00 Sprint Cell Phone E.D.(6 cells x \$42.00) = \$252.00	\$378.00	
	Training – Election Workers E.V. 18 = \$378.00 Training – Election Workers E.D. 36 = \$504.00	\$882.00	
	Envelopes for Mail-In Ballots 150 x.50 x 4 Envelopes	\$300.00	
	Postage for Mail-In Ballots 150 x .58	\$87.00	
	Liability insurance for 3 workers x \$9 x 264hrs x 0.42% - Early Vote – Supervisors	\$29.94	
	Liability insurance for 15 workers x \$8 x 1,320hrs x 0.42% - Early Vote – Clerks	\$665.28	
	Liability insurance for 6 workers x \$9 x 84hrs x 0.42% - Election Day – Presiding Judges	\$2.12	
	Liability insurance for 30 workers x \$8 x 420hrs x 0.42% - Election Day – Clerks	\$423.36	
	TOTAL COST OF ELECTION	\$25,011.70	
	Administrative Fee (10% x \$25,011.70)	\$2,501.17	
	TOTAL DUE ELECTIONS DEPARTMENT	\$27,512.87	