

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the **HIDALGO COUNTY ELECTIONS ADMINISTRATOR** (“**ADMINISTRATOR**”), Yvonne Ramon, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **SHARYLAND ISD**, hereinafter referred to as “**THE ENTITY**,” pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, SHARYLAND ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 9, 2009 and desires that certain election services be provided by **ADMINISTRATOR** through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by **ADMINISTRATOR’S** office pursuant to the terms of this Contract, which costs are set out in Article VI hereof: and

WHEREAS, SHARYLAND ISD and **ADMINISTRATOR** desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to **SHARYLAND ISD** for its election to be held on May 9, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

- 2.01. **ADMINISTRATOR** agrees to provide to **SHARYLAND ISD** the following general services:
- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for **SHARYLAND ISD**;
 - (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 SHARYLAND 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 SHARYLAND 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 SHARYLAND 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, SHARYLAND 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 SHARYLAND 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 Ramon
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 SHARYLAND ISD and returned to it.

- 6.04 Should SHARYLAND ISD cancel the election, SHARYLAND ISD shall only be responsible for payment of actual costs incurred by the ADMINISTRATOR to the date of cancellation.

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.

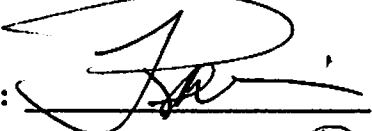
8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 20th day of January, 2009

ELECTIONS ADMINISTRATOR


BY: _____
YVONNE RAMON

SHARYLAND ISD
NAME OF LEASING ENTITY

BY: 
PRINT: Fernando Ramirez
TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: 
PRINT: Suzanne Pena
TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE SHARYLAND I.S.D.**

THIS AGREEMENT (the "Agreement") is entered into by and between the Sharyland ISD, Texas, acting by and through its School Board President, Fernando Ramirez (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;

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

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 9, 2009 general election of the School Board (the "Election");

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. Furthermore, election judges that are secured by the County shall not be related to any School Board Trustee Candidate within the third degree by consanguinity or within the second degree by affinity. Election judges shall not be eligible if that person has been designated as the treasurer for any School Board Trustee Candidate.
 - (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School. Deputy early voting clerks that are secured by the County shall not be related to any School Board Trustee Candidate within the third degree by consanguinity or within the second degree by affinity. Deputy early voting clerks shall not be eligible if that person has been designated as the treasurer for any School Board Trustee Candidate.
 - (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 election kits.

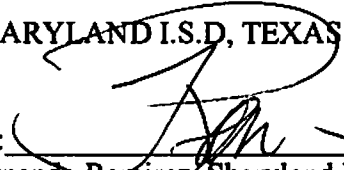
- (b) Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the School shall pay the election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk (s) and \$8.00 per hour for 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 Elections 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. 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." Should the School cancel the election, the District shall only be responsible for a fee of ten percent (10%) of the costs incurred as of the date of the cancellation.
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 this the ____ day of _____, 2009.

SHARYLAND I.S.D, TEXAS

By: 
Fernando Ramirez, Sharyland ISD Board President

ATTEST:

HIDALGO COUNTY, TEXAS



Suzanne Pena, Sharyland ISD Board Secretary

By: _____
J.D. Salinas, III Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Yvonne Ramon, Elections Administrator

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

BY: _____

STEPHEN L. CRAIN

HIDALGO COUNTY ELECTIONS DEPARTMENT

INVOICE

101 S. 10th St.
 P.O. Box 659
 Edinburg, Texas 78540
 Phone: 956/318-2570
 Fax: 956/318-2569

ESTIMATE

SERVICE FOR:
Sharyland ISD

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) 1 Early Vote @ \$100.00 ea	\$100.00	
	iVotronic (ADA voting machine) 1 Early Vote @ \$100.00 ea	\$100.00	
	iVotronic (voting machine) 2 Election Day @ \$100.00 ea	\$200.00	
	iVotronic (ADA voting machine) 2 Election Day @ \$100.00 ea	\$200.00	
	Programming of voting equipment	\$50.00	
	Ballot Board (other entities)	\$150.00	
	Election Judges Kit for Early Vote 1 @ \$35.00	\$35.00	
	Election Judges Kit for Election Day 2 @ \$35.00	\$70.00	
	Election Department Staff Overtime	N/A	
	Paper Ballots for mail-in ballots (case(1,000) @ \$80.00)	\$80.00	
	Combination Forms E.V. 200 forms x .45 each= \$90.00 Combination Forms E.D. 200 forms x .45 each= \$90.00	\$180.00	
	The Monitor Newspaper	\$1000.00	
	Payroll Election Workers (4) – Early Vote	\$3,465.00	
	Payroll Election Workers (8) – Election Day	\$924.00	
	Sprint Wireless Cell Phone E.V.(1 cell x \$42.00)= \$42.00 Sprint Wireless Cell Phone E.D.(2 cells x \$42.00)= \$84.00	\$126.00	
	Training – Election Workers E.V. \$84.00 Training – Election Workers E.D. \$112.00	\$196.00	
	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 1 worker x \$9 x 105hrs x 0.42% - Early Vote – Supervisors	\$3.97	
	Liability insurance for 3 workers x \$8 x 315hrs x 0.42% - Early Vote – Clerks	\$31.75	
	Liability insurance for 2 workers x \$9 x 28hrs x 0.42% - Election Day – Presiding Judges	\$2.12	
	Liability insurance for 6 workers x \$8 x 84hrs x 0.42% - Election Day – Clerks	\$16.93	
	TOTAL COST OF ELECTION	\$7,317.77	
	Administrative Fee (10% x \$7,317.77)	\$731.78	
	TOTAL DUE ELECTIONS DEPARTMENT	\$8,049.55	