

Sharyland Independent School District

1106 N. Shary Road, Mission, Texas 78572-4652

<http://www.Sharylandisd.org>

Phone: (956) 580-5200

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Board of Trustees

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Assistant Superintendent for

Business and Finance

"To Better Serve All Students"

January 20, 2010

Yvonne Ramon
Hidalgo County Elections Administrator
P.O. Box 659
Edinburg, Texas 78540

Enclosed are/is the Board Approved Contract/Agreements between the **Hidalgo County Elections Agreement for Election Services** and **Sharyland Independent School District**. In order for this contract/agreement to be finalized, it is imperative that you return **two (2) original** with blue ink signatures back to us as soon as possible.

We thank you for your cooperation in this matter.

Sincerely,



Jesse Muniz
Asst. Supt. for Business & Finance

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 08, 2010, and any Runoff, if applicable.**

ARTICLE II

SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to SHARYLAND ISD the following:**

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for SHARYLAND ISD;

(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged according to a third party printing vendor;

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:

- 1) Ballots (preparation and distribution only);**
- 2) Election kits; and**
- 3) Ballot boxes and voting booths**

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

- (I) Notify the election judges of the date, time and place of the election;**
- (J) Procure and pay election judges and clerks for early voting and election day voting;**
- (K) 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;**
- (L) Procure and pay Ballot Board members ;**
- (M) Provide information for election officers;**
- (N) Prepare U.S. Department of Justice pre-clearance for the general trustee election;**
- (O) 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;**
- (P) Provide such incidental related services as may be necessary to effect the election.**
- (Q) Serve as the Early Voting Clerk;**
- (R) Establish a Central Counting Station for the purpose of tabulating ballots;**

2.02 The School shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms.**
- (B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of \$9.00 per hour for Election Judges and \$8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;**
- (C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;**
- (D) Tabulating of the Election results for canvassing by the School's Board;**

- (E) As stated in Section 31.096 of the Texas Election Code, this Contract 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 the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.
- (F) 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 Elections Administrator's duties.
- (G) The County shall file copies of this Contract with the County Treasurer and the County Auditor;
- (H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with the School no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

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.

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

In consideration for the services provided hereunder by ADMINISTRATOR, School agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- A. Base charge of \$150.00 for Programming Services for iVotronic voting machines,
- B. Flat rate of \$50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day.
- C. A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions.
- D. A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers.
- E. Cost of burning and leasing of media.
- F. The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- A. Database access at \$100.00 per day;
- B. Laptop rental, insurance and delivery fee of \$150.00 per location;
- C. Printer label fee of \$.02 per label (price subject to change);
- D. Creation of separate Username and password for each polling location at \$20.00 per location;
- E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers;
- F. No charge for a digital copy of the Voter Registration list sent to Entity for self printing or if printing is necessary the fee will be charged as set by third party vendor;

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at \$7.00 per hour per person;

- 6.05 Fee for Publications of all notices and newspaper advertisements;**
- 6.06 Fee for Early Voting and General Election Combination forms and election kits at fee set by third party vendor at the time of the election; No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, maps, custom signs and sample ballots.**
- 6.07 Rental Fees incurred by early voting polling places and Election Day polling places, as ordered;**
- 6.08 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 Clerk(s);**
- 6.09 Pay for the cost of the Ballot Board judge is at \$9.00 per hour and Ballot Board clerks is at \$8.00 per hour;**
- 6.10 Reimburse the County for liability insurance coverage as set by the County for all election workers employed for the elections;**
- 6.11 If optional supplies and/or services are requested by Entity, fees will be charged in accordance with third party vendors or county fees;**
- 6.12 Reimburse the County for use of wireless cell phones at polling locations;**
- 6.13 Billing:**
- A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The School shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.**
 - B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the School.**
 - C. Full payment of the remaining balance shall be made by the School within thirty (30) days of receipt of the invoice by the School.**

D. 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**

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 _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

SHARYLAND.ISD

BY: _____
YVONNE RAMÓN

BY: Guillermo Reyna
PRINT: Guillermo Reyna
TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Ricky Longoria
PRINT: Ricky Longoria
TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN