

ORDINANCE NO. 2009-39

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND HARRIS COUNTY, FOR ELECTION SERVICES FOR THE MAY 9, 2009 UNIFORM ELECTION DATE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.


Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

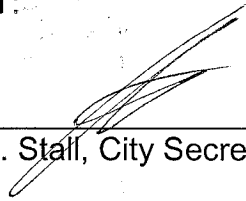
PASSED AND APPROVED, this 13TH day of APRIL, 2009.

CITY OF SHOREACRES

By:


Jayo Washington, Mayor

ATTEST:



David K. Stall, City Secretary

**AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF SHOREACRES
RELATING TO AN ELECTION AND THE SUBSEQUENT RUNOFF TO BE HELD ON
MAY 9, 2009**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT, made and entered into by and between HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and City of Shoreacres, hereinafter referred to as the "Entity."

RECITALS

The Entity contemplates holding an election on May 9, 2009.

The County owns an electronic voting system that has been duly approved by the Secretary of State pursuant to TEX. ELEC. CODE ANN. §§122.031-122.039, §122.061 and §122.091, as amended, and duly approved by the United States Justice Department for use in the County pursuant to the Voting Rights Act of 1965, as amended (hereinafter, "Voting System").

The Entity desires to use the County's Voting System in its election. The Entity is willing to compensate the County for such use, and for certain requested goods and services, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

The fair and reasonable compensation for use of the County's Voting System and for requested goods and services is estimated to be \$1716.92. The estimated Base Agreement Total is itemized in **Attachment A**, and is based on information provided by the Entity at least sixty (60) days before Election Day.

Pursuant to TEX. ELEC. CODE ANN. § 31.100(d), the Harris County Clerk may further charge a fee for general election supervision, which is not to exceed ten (10) percent of the total amount of the Agreement. This fee based on the estimated Base Agreement Total is \$171.69 and is also set forth in **Attachment A**.

Definitions

As used in this Agreement, the following terms shall have the meanings as set forth below:

- a. "Ballot language" means the correct spelling of the terms and language used by the Harris County Clerk in coding the election ballot for the Entity. Such language shall include: the election title, the names and addresses of all early voting locations, the names and addresses of all polling place locations (including the precinct name/number), the contest or race name, the candidates names, and the candidate ballot positions.
- b. "Ballot Style" means the identification of voters to their specified precinct and/or polling place, as well as the identification of the precinct and/or polling place with the appropriate election contest. Each ballot style will be used by the Harris County Clerk in coding the election ballot for the Entity.
- c. "Voting System Equipment" shall mean all eSlates, Disabled Access Units (DAUs), Judges Booth Controllers (JBCs), and Mobile Ballot Boxes (MBBs or data cards).

Terms

In consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

The County agrees:

- a. To provide Voting System Equipment for use only in early voting by personal appearance.
- b. To provide Voting System Equipment for Election Day use only.
- c. To notify the Entity of the dates, times, and places of eSlate Training Classes for election personnel.

II.

The ENTITY agrees:

- a. To promptly furnish the County with both the ballot language and ballot style sixty (60) calendar days before Election Day; that the ballot language and ballot style will reflect the exact manner in which the official ballot is to appear for all respective early voting and election day locations; that the ballot language will be provided to the County in all language translations required by the Entity;
- b. To proofread, correct, approve and return each ballot proof to the County Clerk within thirty-six (36) hours of receipt; to pay the actual cost incurred by the County because of changes to the Entity portion of the ballot after its approval of the ballot; and that any change requested by the Entity within fifty-two (52) calendar days before Election Day will be considered a late submission and subject to an additional penalty at the discretion of the County not to exceed [10% of the election cost];
- c. That, notwithstanding any other provision in this Agreement, the ballot language and ballot style reflecting the exact order in which the official ballot is to appear as well as write-in information must be furnished to the County at least fifty-two (52) calendar days before Election Day and that failure to provide the ballot language and ballot style in the exact order and write-in information by this date will be deemed a cancellation of this Agreement by the Entity and the County will assess the Entity costs as outlined in Section IV, below.
- d. To provide the County with the date of it's Runoffs by 5:00 p.m. on April 9, 2009. Failure by the Entity to provide the County with it's Runoffs' date by April 9, 2009 will be deemed a cancellation of this Agreement by the Entity, and the County will assess the Entity costs as outlined in Section IV, below.
- e. To provide all by-mail ballot services and serve as the early voting clerk, pursuant to the Texas Election Code.
- f. To provide to the County at least two (2) election personnel for each early voting and election day location for the purpose of training in the administration of the election and operation of the County's electronic voting system, if necessary.
- g. To pay the Base Agreement Total of \$1716.92, set forth in **Attachment A**, and if additional goods and services are requested or necessary, for those goods and services.
- h. To pay the general supervision fee of \$171.69, set forth in **Attachment A**, and if additional goods and services are requested or necessary, to pay an additional ten (10) percent supervision fee on the cost of these additional goods and services. It is understood that the fee paid for these services shall be deposited in a separate fund in the County treasury in accordance with Tex. Elec. Code Ann. §31.100, as amended.
- i. To deliver this Agreement to the County in a duly and fully executed form. To allow for passage and execution by the Entity's governing body, the Agreement is due into the County no later than nineteen (19) calendar days before Election Day.
- j. To pick up the Voting System Equipment at the time of the scheduled Logic and Accuracy (L&A) Test at the Election Technology Center (ETC), 606 Canino Road, Houston, Texas 77076, unless otherwise arrangements have been made with the County.
- k. To return such Voting System Equipment to the County at the ETC within ten (10) days of the election and if said Voting System Equipment is damaged in any way or not returned to the County, the Entity shall pay for the actual replacement cost of the Voting System Equipment.

III.

The Entity agrees to deliver \$1133.17 to the County no later than nineteen (19) calendar days before Election Day. The County agrees to furnish a final accounting of the election expenses and fees within ninety (90) days after the election. The Entity agrees to pay the invoice within thirty (30) days of receipt. Payments, in the name of Harris County, must be submitted to Beverly B. Kaufman, Harris County Clerk, Attn: Elections Division, P.O. Box 1148, Houston, TX 77251-1148. The County will provide to the Entity a Personal Entity I.D. ("PEID") number assigned by the County Auditor. Each payment by the Entity to the County shall reference and include the PEID number. Copies of all related invoices, records or documentation used in calculating the total cost of the election will be made available as soon as practicable by the County, upon written request, at the address above.

IV.

It is understood that the County will incur costs and expenses in connection with the making of arrangements and preparations for the election. In the event the election to be held at the expense of the Entity is enjoined or canceled within fifty-two (52) calendar days before Election Day, or if for any reason whatsoever the Entity shall decide, within fifty-two (52) calendar days before Election Day not to proceed with the election, or if the date of the election is postponed or otherwise changed, the Entity shall be obligated to the County in the amount of \$171.69, which is agreed to be a fair and reasonable costs and expenses incurred and to be incurred by the County in making arrangements and preparations for the election and the loss or damage to be sustained by the County.

In the event the Entity cancels the election, the official Entity representative shall immediately and without delay contact the County of such cancellation via electronic mail and in writing, on official Entity letterhead, mailed to the Administrator of Elections, at the address provided in Section III of this Agreement.

V.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

VI.

Any notices permitted or required to be given must be made by certified mail, return receipt requested or hand-delivered to the parties at the following addresses:

COUNTY:

Harris County Clerk
1001 Preston, 4th Floor
Houston, TX 77002

Attention: John German
Elections Division

ENTITY:

City of Shoreacres
David Stall
601 Shoreacres Blvd
Shoreacres, TX 77571

VII.

This instrument contains the entire agreement between the parties for the use of voting equipment in connection with the election to be held May 9, 2009. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by the parties.

VIII.

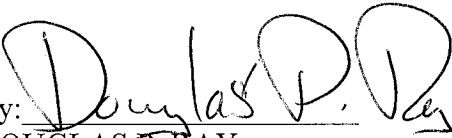
This Agreement is executed in several counterparts, each of which shall be an original and all of which shall constitute but one instrument.


EXECUTED on this the _____ day of _____, 2009.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY


By: 
DOUGLAS P. RAY
Assistant County Attorney


By: 
BEVERLY B. KAUFMAN
County Clerk

EXECUTED on this the 13TH day of APRIL 2009.

ATTEST:

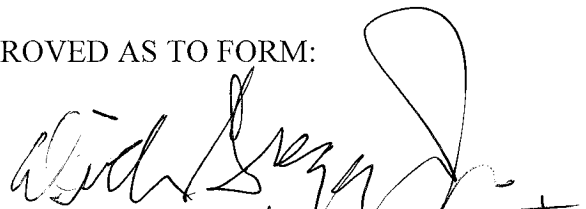
City of Shoreacres

By: 
Printed Name: David Stall
Title: CITY SECRETARY

By: 
Printed Name: JAYO Washington
Title: MAYOR

APPROVED AS TO FORM:

COUNTERSIGNED:

By: 
Printed Name: Dick Greig, Jr
Attorney

By: _____
Printed Name: _____

Entity Name:	Estimated Cost			Actual Cost			
Limited Service May 9, 2009 Election							
City of Shoreacres							
Item	Qty.	Cost	Hours	Total	Qty.	Cost	Hours
Early Voting							
Sample Ballots (8.5 x 11 Yellow Paper)							
English/Spanish	50	\$0.25		\$12.50		\$0.25	
English/Vietnamese	0	\$0.25		\$0.00		\$0.25	
Ballots - (Postal)							
English/Spanish	50	\$0.25		\$12.50		\$0.25	
English/Vietnamese		\$0.25		\$0.00		\$0.25	
Ballots - (Provisional)							
English/Spanish	10	\$0.25		\$2.50		\$0.25	
English/Vietnamese		\$0.25		\$0.00		\$0.25	
Equipment - Early Voting							
JBC	1	\$118.20		\$118.20		\$118.20	
DAU	1	\$126.42		\$126.42		\$126.42	
eSlate	1	\$75.63		\$75.63		\$75.63	
				\$347.75			
							\$0.00
Training							
Judge/Clerk ED/EV Training (per)	5	\$16.50		\$82.50		\$16.50	
Technician Training (per)		\$16.50		\$0.00		\$16.50	
Total Training Booklets	5	\$3.00		\$15.00		\$3.00	
				\$97.50			
							\$0.00
Election Day							
Equipment - Election Day							
JBC	1	\$118.20		\$118.20		\$118.20	
DAU	2	\$126.42		\$252.84		\$126.42	
eSlate	1	\$75.63		\$75.63		\$75.63	
				\$446.67			
							\$0.00
Services							
Services							
Coding fee	1	\$825.00		\$825.00		\$825.00	
				\$825.00			
							\$0.00
Base Contract Total				\$1,716.92			\$0.00
10% Fee [TEC 31.100 (d)]				\$171.69			\$0.00
Total Due Harris County				\$1,888.61			\$0.00
ELECTION DEPOSIT				\$1,133.17			\$0.00
Remaining Due				\$755.44			\$0.00

Early Voting and Election Day Equipment must be picked up at scheduled L&A Test date at Election Technology Center, 606 Canino Road, Houston, Texas 77076 and such equipment must be returned after Election to Election Technology Center, 606 Canino Road, Houston, Texas 77076. It is the responsibility of the Entity or the Entity's Representative to have equipment picked up, as Harris County Elections Department **does not deliver**.