

THE STATE OF TEXAS §

COUNTY OF FRIO §

**JOINT ELECTION AGREEMENT
AND
ELECTION BALLOT SERVICE CONTRACT
WITH
THE PEARSALL INDEPENDENT SCHOOL DISTRICT (PISD)
TO BE ADMINISTERED BY THE FRIO COUNTY ELECTION ADMINISTRATOR'S
OFFICE (FCEAO)**

1. PARTICIPATING AUTHORITIES

Pearsall Independent School District plans to hold a Bond Election, on November 5, 2019, with weekday early voting beginning, October 21, 2019 through November 1, 2019, and Saturday voting on October 26, 2019, at the Frio County Conference Room located at 410 S. Pecan, Pearsall, Texas. The Pearsall Independent School District Bond Election day polling location for the November 5, 2019, will be as follows:

Precinct No. 1

Box 1
Frio County Conference Room
410 S. Pecan, Pearsall, Texas

Box 2
Pearsall Housing Authority
501 W. Medina St., Pearsall, Texas

Precinct No. 2

Box 4
Pearsall ISD Election Office
522 E. Florida St., Pearsall, Texas

Box 6
Moore Community Center
647 CR 1543, Moore, Texas

Precinct No. 3

Box 3
Pearsall Public Library
200 E. Trinity St., Pearsall, Texas

Box 8
Ted Flores Elementary (Portable Building)
1005 N. Willow St., Pearsall, Texas

2. ADMINISTRATION

The PISD agrees to directly order and pay for ballots and all pertinent supplies connected therewith for the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Frio County for supplies, services and administrative costs as outlined in this agreement. Each participating authority remains responsible for the lawful conduct of their respective election.

3. LEGAL DOCUMENTS

3.1 Each participating authority will be responsible for the preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 Each participating authority, including FCEAO, will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to this new change represented by this agreement pertaining to the various elections held on November 5, 2019.

4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

4.1 Each participating authority agrees that voting at the joint election will be by use of the Auto Mark Voting system approved by the Secretary of State in accordance with the Texas Election Code.

4.2 Testing of the Auto Mark equipment will be conducted at the Frio County Election Administrator's Office, Frio County Courthouse, Pearsall, Texas, beginning at a time to be agreed upon, by FCEAO and each participating authority.

5. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The PISD will be responsible for reimbursing Frio County for the costs associated with providing six (6) election day judges and one (1) early voting judge.

6. SUPPLIES AND PRINTING

The PISD will arrange for all election supplies (including ballots) and election printing from the supplier.

7. ELECTION EXPENSES

7.1 The participating authority agree to share the costs of administering the November 5, 2019 Joint Elections. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participants requesting a combination of polling places which exceeds the average cost (unit cost), shall be billed directly for any excess expenditures. **THE COST OF ANY SPECIAL REQUEST FROM A PARTICIPANT, WHICH IS NOT AGREED**

UPON BY ALL AUTHORITIES, SHALL BE BORNE BY THE PARTICIPANT.

7.2 If additional funds are needed, the FCEAO will invoice each participating authority in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating authority.

8. CONTRACT WITHDRAWAL

Any participating authority that certifies their election in accordance with Sections 2.051, 2.052 and 2.053, of the Texas Election Code may withdraw from the joint election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that contracting authority shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating authorities no later than five (5) days after notification of all intents to withdraw have been received by the Frio County Election Administrator.

9. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the Frio County Election Administrator as shown below.

Carlos Segura
Frio County Election Administrator
500 E. San Antonio Street, #5
Pearsall, Texas 78061
Tel: (830) 334-3975
Fax: (830) 334-3984

And to Pearsall independent School District as shown below:

Dr. Nobert Rodriguez
Pearsall Independent School District Superintendent
318 Berry Ranch Road
Pearsall, Texas 78061
Tel: (830) 334-8001
Fax: (830) 334-5003

10. September 16, 2019 JOINT CONTRACT ACCEPTANCE AND APPROVAL

HON. ARNULFO C. LUNA
Frio County Judge

ATTEST:

Hon. Aaron Ibarra
Frio County Clerk
Ex Officio Clerk of the
Frio County Commissioners Court

By: _____
(Chief) Deputy Clerk

ACCEPTED AND AGREED TO BY THE PEARSALL INDEPENDENT SCHOOL DISTRICT:

APPROVED AS TO FORM:

ATTEST:

NOBERT RODRIGUEZ, PH. D.
Superintendent

DORA RODRIGUEZ
School Secretary