



- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF ELSA;
- (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 the CITY OF ELSA;
- (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 the CITY OF ELSA, 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 the CITY OF ELSA 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, the CITY OF ELSA 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 the CITY OF ELSA 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:

**Teresa R. Navarro  
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 CITY OF ELSA 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 11th day of March, 2008

ELECTIONS ADMINISTRATOR

BY:

  
TERESA R. NAVARRO

CITY OF ELSA  
NAME OF LEASING ENTITY

BY:

  
PRINT: Senovio Castillo

TITLE: Mayor, City of Elsa

APPROVAL COUNTY OF HIDALGO:

BY:

JUAN DE DIOS "JD" SALINAS, III  
COUNTY JUDGE

ATTEST:

BY:

  
PRINT: Nancy Sanchez

TITLE: City 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 CITY OF ELSA**

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Elsa, Texas, acting by and through its Mayor, Mr. Senovio Castillo (hereinafter referred to as "the City") 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, Teresa R. Navarro.

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 City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 10, 2008 general election of the City (the "Election");

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

NOW, THEREFORE, the County and the City 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 City and arrange for a facility for holding the City.
  - (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.
  - (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 City.
  - (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 City for each election precinct.
2. The City 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 City 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 City.
  - (c) Reimburse the County for liability insurance coverage for election workers employed for the Elections the City shall reimburse the County upon invoicing for

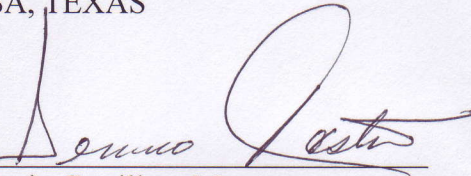
the liability insurance coverage rate.

- (d) Tabulating of the Election results for canvassing by the City's Commission.
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 City 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 City no later than ten (10) days after the Elections.
  7. The City 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 City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City 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.

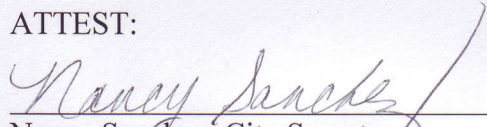
EXECUTED this the 11<sup>TH</sup> day of March, 2008.

ELSA, TEXAS

By:

  
Senovio Castillo, Mayor

ATTEST:

  
Nancy Sanchez, City Secretary



HIDALGO COUNTY, TEXAS

By:

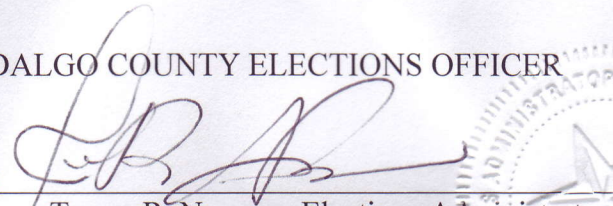
Juan de Dios, J.D., Salinas, III  
Hidalgo County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By:

  
Teresa R. Navarro, Elections Administrator



APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY:

\_\_\_\_\_  
Stephen L. Crain