

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF EDCOUCH**

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Edcouch, Texas, acting by and through it's Mayor, Mr. Jose Calin Guzman (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; and Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

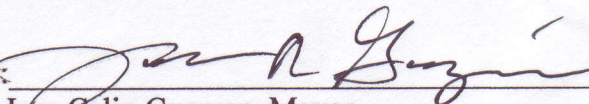
- (c) Serve as the Early Voting Clerk.
 - (d) Notify the election judges of the date, time and place of the election for the City and arrange for a facility for holding the City election.
 - (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by 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 request for pre-clearance for the general city election 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 city 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 for 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.

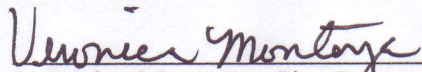
- (d) Tabulating of the Election results for canvassing by the City's Commission.
3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed;
(2) the authority with whom documents are 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 an estimate of Cost of Election form 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 27th day of February, 2008.

EDCOUCH, TEXAS

By: 
Jose Calin Guzman, Mayor

ATTEST:


Veronica Montoya, City Secretary

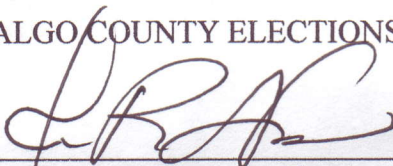
HIDALGO COUNTY, TEXAS

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

HIDALGO COUNTY ELECTIONS DEPARTMENT

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

ESTIMATE

Exhibit "A"

SERVICE FOR:

City of Edcouch
P.O. Box 100
Edcouch, Texas 78538

JOB DESCRIPTION:

Election Services for May 10, 2008 Election
(Please make checks payable to Hidalgo
County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
May 2008	iVotronic (voting machine) 1 Early Vote @ \$100.00 ea	\$ 100.00	
May 2008	iVotronic (ADA voting machine) 1 Early Vote @ \$100.00 ea	\$ 100.00	
May 2008	iVotronic (voting machine) 1 Election Day @ \$100.00 ea	\$ 100.00	
May 2008	iVotronic (ADA voting machine) 1 Election Day @ \$100.00 ea	\$ 100.00	
May 2008	Programming of voting equipment	\$ 50.00	
May 2008	Ballot Board (share with other entities)	\$ 73.00	
May 2008	Election Judges Kit for Early Vote 1 @ \$24.00	\$ 24.00	
May 2008	Election Judges Kit for Election Day 1 @ \$24.00	\$ 24.00	
May 2008	Elections Department Staff Overtime	\$ 100.00	
May 2008	Paper Ballots for mail-in ballots (2 bond ream @ \$19.76)	\$ 39.52	
May 2008	Combination Forms 97 forms x .45 each	\$ 43.65	
May 2008	Delta News Newspaper	\$ 200.00	
May 2008	Payroll Election Workers (3) - Early Vote (shared with County Elections @ 1/2)	\$ 2,143.83	
May 2008	Payroll Election Workers (5) - Election Day (shared with County Elections @ 1/2)	\$ 546.00	
May 2008	Training-Election Workers (shared with County Elections @ 1/2)	\$ 91.00	
May 2008	Sprint Wireless Cell Phone (1 cells x \$38.99) (shared with County Elections @ 1/2)	\$ 38.98	
May 2008	Envelopes for Mail-In Ballots 10 x .50 x 4 envelopes	\$ 20.00	
May 2008	Postage for Mail-In Ballots 10 x .53	\$ 5.30	
May 2008	Liability insurance for 1 worker x \$9 x 91.25 hrs x 1.05% - Early Vote - Supervisors	\$ 8.62	
May 2008	Liability insurance for 2 worker x \$8 x 91.25 hrs x 1.05% - Early Vote - Clerks	\$ 15.33	

May 2008	City of Edcouch., May 12, 2008 Invoice (cont.) Page 2		
May 2008	Liability insurance for 1 worker x \$9 x 27.25 hrs x 1.05% - Early Vote – Presiding Judges	\$	2.58
May 2008	Liability insurance for 4 worker x \$8 x 112.25 hrs x 1.05% – Election Day – Clerks	\$	37.72
	TOTAL COST OF ELECTION	\$	3,863.53
	Administrative Fee (10% x \$3,863.53)	\$	386.35
	TOTAL DUE ELECTIONS DEPARTMENT	\$	4,249.88

- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for City of Edcouch;
- (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 City of Edcouch;
- (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 City of Edcouch, 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 City of Edcouch 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, City of Edcouch 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 City of Edcouch 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 Edcouch 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

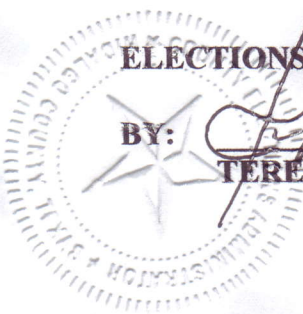
8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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 31st day of January, 2008

 ELECTIONS ADMINISTRATOR
BY: [Signature]
TERESA R. NAVARRO

City of Edcouch
NAME OF LEASING ENTITY
BY: [Signature]
PRINT: Jose B. Guzman
TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: Veronica Montoya
PRINT: Veronica Montoya
TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN