

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

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Donna, Texas, acting by and through it's Mayor Ricardo Morales (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 June 21, 2008 Runoff 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.

10. 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.

EXECUTED this the 20th day of May 2008.

CITY OF DONNA, TEXAS

By: *Ricardo L. Morales*
Ricardo Morales

ATTEST:

Martha Alvarado
Martha Alvarado, 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*
Teresa R. Navarro, Elections Administrator

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
Stephen L. Crain