

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND LA VILLA I.S.D.

THIS AGREEMENT (the "Agreement") is entered into by and between the La Villa I.S.D, Texas, acting by and through it's School Board President, Jose G. Cisneros (hereinafter referred to as "the School") 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.

WITNESSETH:

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

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; and

WHEREAS, the School desires that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions of the COUNTY, and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 4, 2008 general election of the School Board (the "Election"); and

WHEREAS, the School and the County agree to conduct early voting jointly and that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election; and

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

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold a joint election, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

STATE OF TEXAS
COUNTY OF [illegible]
[illegible]

[illegible text]

[illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

- k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.
2. The School shall be responsible for performing the following duties and shall furnish the following services:
 - a. Costs of services will be prorated for ballots based on the District's precincts voting. The District will reimburse 50% of ballot printing costs. Costs of labor and election supplies will be split 50/50 with County or other calculated rate if additional jurisdictions participate in the District area of County. District will pay \$50.00 of programming fees.
 - b. Tabulating of the Election results for canvassing by the School's board of trustees.
3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
4. (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.
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 School no later than ten (10) days after the Elections.
7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School 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

EXECUTED in DUPLICATE this the ____ day of _____, 2008.

LA VILLA I.S.D., TEXAS

By: 
Jose G. Cisneros La Villa I.S.D. Board President

ATTEST:


Pedro Mata Jr. La Villa I.S.D. Board Secretary

HIDALGO COUNTY, TEXAS

By: _____
J.D Salinas, III Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Elections Administrator

**APPROVED AS TO LEGAL FORM:
ATLAS & HALL L.L.P,**

**BY: _____
STEPHEN L. CRAIN**