

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT**

THIS AGREEMENT (the "Agreement") is entered into by and between BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT, Texas, acting by and through its Board President, Mr. Paul Goranson (hereinafter referred to as "the Water District") 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, Yvonne Ramón.

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; 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 Water District is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 3, 2009, election of the Water District (the "Election"); and

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

NOW, THEREFORE, the County and the Water District for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to 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 school and arrange for a facility for holding the training.
 - e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the Water District.
 - 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 Water District.
 - h. Preparation, distribution, and publication of all notices and newspaper advertisements, with the exception of publication of the Water District's Notice of Election. Water District will provide the Notice of Election in accordance with the Texas Election Code.
 - i. Water District will prepare and submit U.S. Department of Justice pre-clearance for any changes in voting resulting from the creation of the Water District as by the Federal Voting Rights Act of 1965.
 - j. Notify the election presiding and alternate judges of their appointment by the Water District for each election precinct.
2. The Water District 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 Water District 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 Water District.
 - c. Reimburse the County for liability insurance coverage for election workers employed for the Elections. The Water District shall reimburse the County upon invoicing for the liability insurance coverage rate.

- d. Tabulating of the Election results for canvassing by the Water District's board of directors.
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 Water District 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 Water District for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections 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 Water District no later than ten (10) days after the Elections.
7. Full payment of the cost of the election plus an administrative fee of ten percent (10%) of the entire cost of the Election, shall be made by the Water District to the County thirty (30) days after receiving an itemized invoice from the Elections Administrator. (The Water District agrees to provide the County with copies of all bills that the Water District paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) 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.

EXCUTED in DUPLICATE this the ____ day of _____, 2009.

ELECTIONS ADMINISTRATOR

BY: _____
Yvonne Ramón

**BRUSH COUNTRY GROUNDWATER
CONSERVATION DISTRICT**
LEASING ENTITY

BY: 

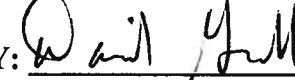
PRINT: Mr. Paul Goranson

TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: 

PRINT: Mr. David Grall

TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN