



## City of Onalaska

P.O. Box 880 • Onalaska, Texas 77360

### INTERLOCAL GOVERNMENT AGREEMENT JOINT ELECTION

This agreement is made this 9 day of February, 2010, by and between the City of Onalaska, Polk County Fresh Water District #2 and the Onalaska Independent School District (“Onalaska ISD”).

**WHEREAS**, the City of Onalaska, Polk County Fresh Water District #2 and the Onalaska ISD will conduct a general municipal election and general board election on Saturday, May 8<sup>th</sup>, 2010; and,

**WHEREAS**, the City of Onalaska, Polk County Fresh Water District #2 and Onalaska ISD will hold elections on the same day; and

**WHEREAS**, the parties to this agreement desire that a joint election be held that is cost effective and convenient for the voters of the entities.

**NOW AND THEREFORE, IT IS AGREED** that a joint election will be held by the City of Onalaska, Polk County Fresh Water District #2 and Onalaska ISD under the following terms and conditions, and the parties hereto agree with said conditions:

1. That there shall be a separate ballots that contains all appropriate races and propositions available for qualified voters of each entity.
2. That there shall be one set of voting equipment to be used at the common polling place which will be programmed for each entity.
3. That election forms to be used and records to be maintained be combined in a manner convenient and canvass of returns by all entities.
4. That the joint tabulation of the results shall be in a manner to facilitate the independent canvass of returns by the all entities.
5. That each entity shall be responsible for the preparation, publication and Spanish translation of its own Notice of Election and Order of Election.
6. That the implementation, conduct and management of said election shall be by the City Secretary, City of Onalaska. The City Secretary, City of Onalaska, is hereby designated as the Chief Election Official and Early Voting Clerk for all said entities for the election to be held on May 8<sup>th</sup>, 2010. The implementation, conduct and management of the election shall include, but not be limited to:

- A. The securing of qualified individuals to serve as election judges for each polling place. Each entity's election order shall designate the joint election judges. (Judges will be paid \$12.00/hour and Clerks \$10.00/hour.)
  - B. The securing of the election materials and supplies requisite to the proper administration of the elections, and the programming and preparation of DRE voting equipment to be used in the election.
  - C. The securing of a contract with Polk County for election services and supplies.
  - D. The City Secretary, City of Onalaska, will be responsible for the conduct of joint early voting by personal appearance and by mail, with the City of Onalaska – City Hall serving as the location for early voting by personal appearance.
8. The amount to be paid by Onalaska ISD to the City for services rendered by the City of Onalaska in the May 8<sup>th</sup>, 20107, is:
- A. City of Onalaska will first fund all costs in full, other than the publication of each entity's Notice of Election..
  - B. Polk County Fresh Water District #2 and Onalaska ISD will reimburse the City of Onalaska for certain costs as follows which are divided equally with each political subdivision participating in the election:  
  
EQUAL SHARE of the cost of early voting.  
  
EQUAL SHARE of the cost of publication of all jointly required notices.  
  
EQUAL SHARE of the costs of programming, rental of DRE voting equipment, election supplies, election worker training session, Early Ballot Board, Central Counting Station, and the tabulation supervisor and data processing manager.
9. Each entity shall be responsible for any necessary submissions to the U.S. Department of Justice for pre-clearance under the Federal Voting Rights Act.
10. The financial obligations of the parties under this agreement are payable from current revenues of the respective parties that have been budgeted and appropriated for the purposes set forth herein.
11. That the undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.
12. If the City of Onalaska is able to cancel, it's election this contract is void. Each Political subdivision will be responsible for their election.

APPROVED AND AGREED this 9<sup>th</sup> day of February 2007.

APPROVED AS TO FORM:

CITY OF ONALASKA

\_\_\_\_\_  
David Moorman, City Attorney

[Signature]  
\_\_\_\_\_  
Lew Vail, Mayor

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
PCFWD #2 General Manager

ATTEST:

[Signature]  
\_\_\_\_\_  
Angela K. Stutts, City Secretary

