

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

CONTRACT FOR ELECTION SERVICES

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the Santa Cruz Irrigation Dist. # 15, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.
(Name of Entity)

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof: and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

1.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

- (A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for THE ENTITY;
- (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 THE ENTITY;
- (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 THE ENTITY, 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 THE ENTITY 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, THE ENTITY 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 THE ENTITY 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 THE ENTITY 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 March, 2008

ELECTIONS ADMINISTRATOR
BY: [Signature]
TERESA R. NAVARRO

Santa Cruz Irrigation Dist. # 15
NAME OF LEASING ENTITY

BY: [Signature]

PRINT: John R. Miller

TITLE: Dist. Mgr.

APPROVAL COUNTY OF HIDALGO:

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

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN



Hidalgo County Elections Dept.
Election Ballot Quantities & Manifest

Please fill out questionnaire and fax to 956-784-8689, Attn. Katie Fuentes

Information (Please print)

Organization Name	Santa Cruz Irrigation # 15
Election Date	May 10, 2008
Election Type	Board members
Date EV Starts	April 28 th '08
Date EV Ends	May 6 th '08
EV Poll Close Time (last day)	5:00 pm

Current Contact Information

Contact Name(s)	John Miller	
Phone Number(s)	(956) 383-3441	648-4611
Fax Number(s)	(956) 318-3709	
Email	scid15@swb.net	
Billing Address	P.O. Box 599, Edinburg, TX 78540	

Machine Information

Request	Price	Quantity
Number of Machines Requested	\$100.00 per DRE	1
Coding/Programming	\$50.00 (Circle one)	<input checked="" type="radio"/> YES <input type="radio"/> NO

Early Voting Polling Place Information

Polling Place Name	Address	Precincts (please specify all precincts)	Num. of DRE per Site	
			iVo	ADA
scid #15 office	1/8 mi East of Exp 281 on 2812	75, 68, 69 & 19		

Election Day Polling Place Information

Polling Place Name	Address	Precincts (please specify all precincts)	Num. of DRE per Site	
			iVo	ADA
Same as above				

Permissions

Permission to place your election iVo sample ballot on our county web page?	<input checked="" type="radio"/> YES <input type="radio"/> NO	initials <i>JM</i>
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iVotronic training will be available, at no charge, from Monday thru Thursday between the hours of 10am thru 3pm. Requests for training at any other time, will have to be approved by Ms. Navarro, and a fee may be incurred after 5pm.

John Miller Dist. Mgr
Authorized Signature & Title

John R. Miller
Print Name

1. MaryLou Escobedo
2. Oralia Rodriguez
3. Prudencio Villareal Jr.
4. Mrs Blava Soto
5. Robert H. Escamilla
6. W. J. Flowers

John Miller

Santa Cruz Irrigation District 15

