

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 United Irrigation District, hereinafter referred to as "THE ENTITY," (Name of Entity) pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, United Irrigation District, 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, United Irrigation District 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 United Irrigation District for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to United Irrigation District 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 United Irrigation District;
- (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 United Irrigation District;
- (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 United Irrigation District, 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 United Irrigation District 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, United Irrigation District 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 United Irrigation District 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 United Irrigation DISTRICT 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**

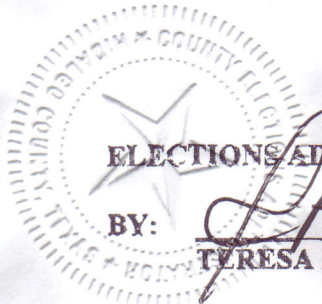
8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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 2 day of April, 2008



ELECTIONS ADMINISTRATOR

BY:

Teresa R. Navarro
TERESA R. NAVARRO

United Irrigation District
NAME OF LEASING ENTITY

BY:

Stephen Dunn
PRINT: Stephen Dunn

TITLE: Administrative Assistant

APPROVAL COUNTY OF HIDALGO:

BY:

Juan de Dios "JD" Salinas, III
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY:

Arturo Guajardo, Jr.
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY:

Stephen L. Crain
STEPHEN L. CRAIN



Hidalgo County Elections Dept. Election Ballot Quantities & Manifest

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

Election Information (Please print)				
Organization Name	United Irrigation District			
Election Date	May 10, 2008			
Election Type	Board of Directors Election			
Date EV Starts	April 28, 2008			
Date EV Ends	May 6, 2008			
EV Poll Close Time (last day)	5:00 p.m.			
Current Contact Information				
Contact Name(s)	Stephen Dunn			
Phone Number(s)	956-585-4818			
Fax Number(s)	956-585-9743			
Email	uid@rioplexwireless.com			
Billing Address	PO Box 877, Mission, Texas 78573-0877			
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
United Irrigation	2-miles N Conway 3/4 M west			
Election Day Polling Place Information				
Polling Place Name	Address	Precincts (please specify all precincts)	Num. of DRE per Site	
			iVo	ADA
United irrigation	2-mile N Conway 3/4 M West		1	
Permissions				
Permission to place your election iVo sample ballot on our county web page?	YES	NO	initials	

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.

Stephen Dunn - Administrative Assistant
 Authorized Signature & Title

Stephen Dunn
 Print Name