

Model 650 v. 1.2.0.0 voting systems for each of ENTITY'S polling locations and the transportation of such equipment to and from the polling locations, including early voting substations, for 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 ENTITY;**
- (C) Provide information regarding the election equipment to be provided by ADMINISTRATOR pursuant to section (A) to ENTITY'S election officers;**

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 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 ENTITY'S 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 ENTITY'S November 4, 2008 election have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, ENTITY agrees to pay ADMINISTRATOR the amount of \$100.00 leasing fee for each DRE

iVotronic voting system and \$100.00 leasing fee for each Optical Scan Model 650 voting system requested by the ENTITIY, in addition to a \$50.00 flat programming fee to cover the programming of all the voting systems retained by the ENTITY under this Agreement for the ENTITY'S November 4, 2008 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 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:

**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 ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED DUE TO THE ENTITY'S NEGLIGENT USE OR CARE OF THE ELECTON EQUIPMENT,THE ENTITY SHALL BE LIABLE FOR SUCH 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 26th day of August, 2008

ELECTIONS ADMINISTRATOR

BY: 
Raymond Longoria,
MISSION CISD BOARD PRESIDENT

BY: _____
Elections Administrator

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN