

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §
 §
CITY OF EDINBURG §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF EDINBURG, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF EDINBURG, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 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 CITY OF EDINBURG 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 CITY OF EDINBURG for its election to be held on May 09, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01 ADMINISTRATOR agrees to provide to the CITY OF EDINBURG 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 CITY OF EDINBURG;
- (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 CITY OF EDINBURG;
- (C) Provide information for election officers;
- (D) Provide general 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 CITY OF EDINBURG, 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 CITY OF EDINBURG 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 CITY OF EDINBURG 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 CITY OF EDINBURG 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:
- Yvonne Ramón
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 timely refunded to the CITY OF EDINBURG.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT BECOMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY WHO LEASED THE EQUIPMENT SHALL BE LIABLE FOR SAID 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 ___ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF EDINBURG
NAME OF LEASING ENTITY

BY: Juan Jose Rodriguez
PRINT: **JUAN JOSE "JJ" RODRIGUEZ**

TITLE: **CITY MANAGER**

APPROVAL COUNTY OF HIDALGO:

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

ATTEST: Myra L. Ayala Garza
BY: _____
PRINT: **MYRA L. AYALA GARZA**

TITLE: **CITY SECRETARY**

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

Approved as to form:
Ricardo Gonzalez
Ricardo Gonzalez
City Attorney

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

