

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**SERVICE CONTRACT  
C-09-431-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, a Texas Corporation. ("Company").

**WHEREAS**, Company responded to advertised notices for bids for **“2010 Printing & Massive Mail-Out of Voter Registration Certificates”** for **Hidalgo County Elections Department** (the "Services");

**WHEREAS**, Company submitted a bid to provide services in accordance with the Request for Bids, a copy of which Specifications/Requirements and/or Terms and Conditions (the “Specifications”) is attached hereto as Exhibit “A” and incorporated herein for all purposes;

**WHEREAS**, Company’s bid response (the “Bid Page”) is attached hereto as Exhibit “B” and is incorporated herein for all purposes;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications (“Exhibit “A”), the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in

order to provide the Services to Hidalgo County Elections Department. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Elections Department or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be in accordance with Exhibit "A" (Specifications) and Exhibit "B" ("Bid Page") of the Request for Bids. However, at the sole discretion of the Hidalgo County Elections Administrator, the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. Company acknowledges that voter information received from Hidalgo

County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes and shall furnish to County

certificates of such insurance coverage prior to any Services being provided.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment, to safely and efficiently to provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses, including attorney's fees, for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create: any agency relationship or master-servant relationship; that County has no supervision of the performance of the Services provided by Company; and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas 78539**

If to Company

14. In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. Hidalgo County shall have the right to extend this Contract for an additional one (1) year period upon sixty (60) days written notice to Company under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

17. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**WITNESS our hands in duplicate originals and effective this \_\_\_ day of \_\_\_\_\_, 2009.**

Approved By Commissioners' Court: \_\_\_\_\_

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT "A"**

**REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**

**Specifications/Requirements and/or  
Terms and Conditions**

**EXHIBIT "B"**

**BID PAGE**

DRAFT

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**

DRAFT