

**2010 PRIMARY ELECTION SERVICES CONTRACT
BETWEEN THE COUNTY OF HIDALGO IN
THE STATE OF TEXAS AND THE HIDALGO
COUNTY DEMOCRATIC PARTY**

THIS CONTRACT is made and entered into by and between the HIDALGO COUNTY DEMOCRATIC PARTY, acting and through its Chairman, Dolly Elizondo, hereinafter referred to as "Party" and the COUNTY OF HIDALGO, duly acting herein by and through its duly authorized representative, Yvonne Ramón, the County Elections Administrator, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092 (b), of the Texas Election Code this 14th day of December, 2009, and relating to the conduct and supervision of the County Party's Primary Election on March 2, 2010 (hereinafter referred to as the "election"), and the Hidalgo County Democratic Party's Runoff Primary Election, if necessary, on April 13, 2010 (hereinafter referred to as the "runoff election").

THIS CONTRACT is subject to the written approval of the Texas Secretary of State and is not binding on the parties until such written approval is obtained.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

I. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965 on behalf of the Party for the election and runoff election.
- 1.2 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.3 Conduct one or more election schools, and notify the Party of set schedule as well as the election judges of the date(s), time(s), and place(s) of such schools.
- 1.4 Program, or arrange to have programmed, the ballot.

- 1.5 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the Election Day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the Election Day polling places.
- 1.8 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day. Contracting Officer shall provide the Party separate precinct list reports of the consolidated precincts for Election Day.
- 1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.11 If requested by the Party, prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.
- 1.12 Submit Election Night Returns (ENR) electronically to the Texas Secretary of State in the form requested by the Texas Secretary of State.
- 1.13 If requested by the Party, prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice.
- 2.2 As soon as possible after January 1, 2010, in accordance with Sections 42.002(a)(3), 42.009 and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and

the runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them.

2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.)

2.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

2.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.

2.6 As soon as possible after January 4, 2010 (or in the case of a runoff election, after March 2, 2010) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the Election Dates for the election and the runoff election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot.

2.7 Supervise the overall conduct of the election in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code..

2.8 Prepare the unofficial tabulation of precinct results on Election Night in accordance with Section 172.113, Texas Election Code.

2.9 Prepare and submit to the Texas Secretary of State an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the office of U.S. representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100 and Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of the central counting station personnel, programming the ballot, logic and accuracy testing, and voting machines and equipment transportation.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.

3.3 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in 3.1 above and (ii) for the Contracting Officer's fee as described in 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

3.4 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 60 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

3.5 A cost estimate for the election and the runoff election is attached to and made a part of this contract as Exhibit A.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the DRE voting equipment, as set forth in the administrative rules promulgated by the Texas Secretary of State.

5. **Voting System.** The electronic voting system to be used in the election and runoff election is ES&S, iVotronic touch screen, DRE (direct recording electronic).

6. **Acknowledgement of Shared Election.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places (with the exception of each

political party obtaining an area completely separate from each party) and the cost of ballot programming with the other political party. It is not the intent of this paragraph to establish a joint primary under Section 172.126, Texas Election Code, but to allow the Party and the other political party in connection with their Primary Elections to share services, facilities, and equipment, and the cost thereof, when it is appropriate, efficient, and economical to do so.

7. ***General Provisions.***

- 7.1 Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Hidalgo County, Texas.
- 7.4 Only the actual expenses directly attributable to the contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the Texas Secretary of State under Chapter 173, Texas Election Code.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: Yvonne Ramón

Mailing Address: 101 S. 10th Avenue, Edinburg, TX 78539

Tel.: (956) 318-2570

Fax: (956) 393-2081

Email: yvonne.ramon@co.hidalgo.tx.us

For the Party:
Name: Dolly Elizondo
Mailing Address: 301 N. Main, McAllen, TX 78501
Tel: (956) 467-8833
Fax: (956) 581-0330
Email: dolly @hidalgodemocrats.org

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By Yvonne Ramon
Title Elections Administrator
Date 12/14/09

The Party
By [Signature]
Title HIDALGO COUNTY DEMOCRATIC PARTY CHAIR
Date DECEMBER 14, 2009

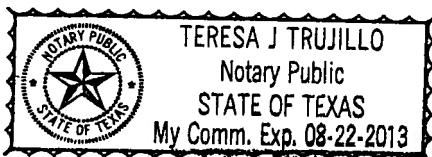
The State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Yvonne Ramon and Dolly Elizondo known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 14th day of December, 2009.

(Seal)

Teresa J. Trujillo
Signature of officer administering oath

Notary
Title of officer administering oath



APPROVED:

Texas Secretary of State

By _____

Title _____

Date _____