

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

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 McALLEN**, hereinafter referred to as “**THE ENTITY**,” pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, **THE ENTITY**, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 8, 2010 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 ENTITY** and **ADMINISTRATOR** desire to enter into a contract setting out the respective responsibilities of the parties; and

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 ENTITY** for its election to be held on May 8, 2010 and any Runoff, if applicable.

ARTICLE II

SERVICES

- 2.01. **ADMINISTRATOR** agrees to provide to **THE ENTITY** the following general services:

- (A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations, including early voting substations and election day, for THE 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 THE ENTITY; and
- (C) Provide information for 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 THE 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 THE 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 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 ENTITY agrees to pay ADMINISTRATOR for the following costs of services:
- (A) One Base charge of \$150.00 for Programming iVotronic ballot for voting machines;
 - (B) Flat rate of \$50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day;
 - (C) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
 - (D) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
 - (E) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and
 - (F) The amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic.
 - (G) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.
- 6.02 Early Voting Electronic Poll book with Voter Registration Database of \$100.00 per day, plus a \$20.00 charge per polling location for each username and password.
- 6.03 Early Voting laptop rental, including notebook, insurance, and delivery fee @ \$150.00 charge per laptop, plus a charge for printer labels, Dymo printer and wireless cards.
- 6.04 There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing.
- 6.05 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times.
- 6.06 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.
- 6.07 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and returned with the signed contract.
- 6.08 Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from

ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

**Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

**Mr. Richard Cortez
Mayor
City of McAllen
P. O. Box 220
McAllen, TX 78502-0220**

- 6.09 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.**

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS 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 29th day of March, 2010

ELECTIONS ADMINISTRATOR

CITY OF McALLEN
NAME OF LEASING ENTITY

BY: _____
YVONNE RAMÓN

BY: Richard Cortez

PRINT: Richard Cortez

TITLE: Mayor

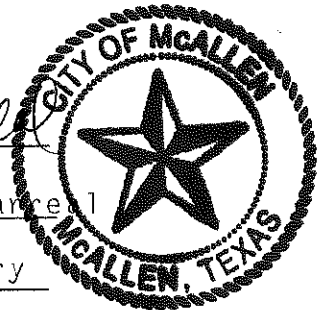
APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Annette Villareal

PRINT: Annette Villareal

TITLE: City Secretary



ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN