

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 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

Section 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

Section 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

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

- (A) One Base charge of \$150.00 for Programming iVotronic ballot for voting machines; additional ballot style(s) and request for change of programmed ballot at an additional cost; Additional charge per ballot style as required and charge is established per level of modification needed for programmed ballot change request;
- (B) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
- (C) A \$10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
- (D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and
- (E) The amount of \$150.00 leasing fee for each iVotronic
- (F) The amount of \$150.00 leasing fee for each ADA iVotronic;
- (G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel;
- (H) A Charge of \$17.50 for each CD requested for mail-in ballot voter list(s).

Section 6.02 Early Voting Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) Laptop rental, insurance and delivery fee of \$150.00 per location; includes bar code scanner;
- (C) Dymo printer rental;
- (D) Printer label fee of \$.03 per label (price subject to change);
- (E) Creation of separate Username and Password for each polling location at \$20.00 per location;

Section 6.03 The printing cost of poll book(s) as set by the Elections Department.

Section 6.04 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times. Should on-site, non-scheduled iVotronic training be required, a charge of \$100.00 for two (2) trainers will be incurred.

Section 6.05 If optional supplies are requested by ENTITY, fees will be charged in accordance with third party vendors' invoices.

Section 6.06 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.

Section 6.07 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

Mario H. Salinas, Assistant Superintendent

P. O. Box Drawer 990

Edinburg, TX 78540

Section 6.08 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. LIABILITY

Section 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

Section 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.

Section 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.

Section 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.

Section 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 _____, 2010

ELECTION ADMINISTRATOR

BY: _____

YVONNE RAMÓN

**BY: Edinburg Consolidated Independent School District
NAME OF LEASING ENTITY**

BY: _____

PRINT: Yvonne Pelaez

TITLE: ECISD Board President

ATTEST BY: 

PRINT: Cirio Treviño

TITLE: Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____

RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____

STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,