

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, Yvonne Ramón, hereinafter referred to as “ADMINISTRATOR”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PENITAS 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 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; 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

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree 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 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

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- (B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;
 - (C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and
 - (D) Provide PDF CD file for Election Day Poll Book(s);
 - (E) 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, printing or providing election day poll book(s), 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

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

- 6.01 iVotronic Voting Machines:
 - A. One base charge of \$150.00 for Programming iVotronic ballot for voting machines, a \$25 additional charge per additional ballot styles and a minimum of a \$10 charge for Request Changes on Programmed Ballot;
 - 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 cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
 - E. The amount of \$150.00 leasing fee for each iVotronic and
 - F. \$150.00 leasing fee for each ADA iVotronic;
 - G. Third Party charge for delivery and pick-up fee for I votronics for Early Voting and Election Day to include fuel charge;
 - H. Fee for Voter Registration List(s) in CD format;
 - I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.
- 6.02 Electronic Poll Book:
- A. No request for Electronic Poll Book.
- 6.03 PDF CD file charge of \$17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;
- 6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and
- 6.13 Billing:
- A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
 - B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
 - C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
 - D. Payment shall be made by check payable to the Hidalgo County Elections.
 - E. 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. Marcos Ochoa
Mayor
City of Penitas
P O Box 204
Penitas, TX 78576

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of 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 14th day of March, 2011

APPROVAL COUNTY OF HIDALGO:

CITY OF PENITAS
ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: Marcos Ochoa
PRINT: MR. MARCOS OCHOA
TITLE: MAYOR

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST MAYOR'S SIGNATURE:
BY: Ana L Cantu
PRINT: Ana L Cantu
TITLE: Interim City Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN