



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 **November 6, 2012**, 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;
- (B) Prepare and provide Direct Recording Electronic training for election workers;
- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;
- (D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
  - 1) Ballots (preparation and distribution only);
  - 2) Election kits and election paperwork;
  - 3) Ballot boxes and voting booths
- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure early voting polling places and election day polling places, as ordered;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Notify the election judges of the date, time and place of the election;

- (L) Procure and pay election judges and clerks for early voting and election day voting;
- (M) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;
- (N) Procure and pay Ballot Board members ;
- (O) Provide information for election officers;
- (P) Provide such incidental related services as may be necessary to effect the election;
- (Q) Serve as the Early Voting Clerk; and
- (R) Establish a Central Counting Station for the purpose of tabulating ballots.
- (S) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

- (A) Prepare U.S. Department of Justice pre-clearance for the election;
- (B) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
- (C) Payment of all necessary election supplies as required by the COUNTY, including ballots, labels, combination forms, maps, and mail-in ballot supplies, but excludes iVotronic and ADA fees, VoteSafe fees, election kits, laptop rentals, database access, Canvass Report fees and postage fees;
- (D) Pay 15% of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$9.00 per hour for Election Judges and \$8.00 per hour for Alternate Judges and Early Voting Clerks for Early Voting, General Election and Ballot Board and pay 15% of the cost for training of Judges and Clerks at the rate of \$7.00 per hour per person;
- (E) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;
- (F) Pay for shared cost of Logic & Accuracy testing notice to be published as a legal notice in the newspaper;
- (G) No charge to ENTITY for liability insurance coverage for election workers employed for Early Voting, General Election and Ballot Board;
- (H) Canvass the Election results for the ENTITY'S governing body;
- (I) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.03 As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

- 2.04 The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- 2.05 The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and
- 2.06 In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

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, publishing and (or) posting the election ORDER as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

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. Base charge for Audio Setup of \$300 for English/Spanish;
  - C. A \$10.00 recording fee for Audio Files for each Contest and/or Office;
  - D. A \$10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
  - E. A \$10.00 recording fee for Audio Files for each Candidate and/or Responses;
  - F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
  - G. No charge for the amount of \$150.00 leasing fee for each iVotronic and \$150.00 leasing fee for each ADA iVotronic;

- H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
  - 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 charge for Database access at \$100.00 per day;
  - B. No charge for Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of \$150.00 per location;
  - C. Printer label fee of \$.03 per label (price subject to change);
  - D. Creation of separate Username and password for each polling location at \$20.00 per location;
- 6.03 Fee for Early Voting and General Election Combination forms, maps and one-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for election kits, provisional bags, table tops if necessary, ballot box (es), custom signs and flags;
- 6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes; No charge for postage;
- 6.05 Reimbursement fee for shared cost of Logic and Accuracy publications;
- 6.06 No charge of rental fees incurred for early voting polling places and election day polling places, as ordered;
- 6.07 Pay 15% of cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for 15% of cost of payroll for election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Clerk(s); includes 15% of cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$7.00 per hour per person;
- 6.08 Pay 15% of cost of the Ballot Board judge at \$9.00 per hour and Ballot Board clerks at \$8.00 per hour;
- 6.09 One copy of canvass report provided to ENTITY at no charge;
- 6.10 No charge to Entity for liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the shared use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;
- 6.12 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. Godfrey Garza, Jr.  
 District Manager  
 Hidalgo County Drainage District No. 1  
 902 North Doolittle Road  
 Edinburg, TX 78542

- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2012

APPROVAL COUNTY OF HIDALGO:

HIDALGO CO. IRRIGATION DIST. 1  
ENTITY

BY: \_\_\_\_\_  
RAMON GARCIA  
COUNTY JUDGE

BY: \_\_\_\_\_

PRINT: GODFREY GARZA, JR.

TITLE: DISTRICT MANAGER

ATTEST:

ATTEST

BY: \_\_\_\_\_  
ARTURO GUAJARDO, JR.  
COUNTY CLERK

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ELECTIONS ADMINISTRATOR

BY: \_\_\_\_\_  
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.

BY: \_\_\_\_\_  
STEPHEN L. CRAIN