



term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Elections Department** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of Company's Services and term of this Contract shall be in accordance with Exhibit "A" ("Specifications") and Exhibit "B" ("Bid Page") of the Request for Bids. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay in award of new bid for next contract term. However, at the sole discretion of the Hidalgo County Elections Administrator, the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. Company acknowledges that voter information received from Hidalgo County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this

Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. Company shall mail by US Mail all voter registration certificates (as described in Exhibit "A") to the person named on such voter registration certificates at the address specified on the voter registration certificates.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes and shall furnish to County certificates of such insurance coverage prior to any Services being provided.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment, too safely and efficiently to provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539**

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Any contract awarded to a successful bidder will be in effect until

- (a) the contract expires,
- (b) delivery and acceptance of products, and/or performance of services ordered, or
- (c) terminated without cause by County with thirty day's written notice prior to cancellation.

16. The contract may be terminated without cause upon thirty (30) days written notice by County.

17. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

21. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by

virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**APPROVED BY COMMISSIONES COURT:** \_\_\_\_\_, 2017.

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, LLP

By: \_\_\_\_\_  
Stephen L. Crain

**COMPANY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB) PROCURMENT PACKET**

DRAFT

**EXHIBIT “B”  
VENDOR’S BID**

DRAFT

**EXHIBIT “C”  
INSURANCE REQUIREMENTS**

DRAFT