

- (C) Procure early voting polling places and election day polling places, as ordered;**
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from the initial polling locations, including early voting substations, for CITY;**
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bexar County Voter Registration pursuant to the request by CITY;**
- (F) Pay election day and early voting judges and clerks;**
- (G) Pay the judges for election night returns and early voting returns;**
- (H) Provide information for election officers;**
- (I) Provide general overall supervision of the election and advisory services;**
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;**
- (K) Conduct early voting, in person and by mail, for CITY;**
- (L) Establish a Central Counting Station for the purpose of tabulating ballots;**
- (M) Provide such incidental related services as may be necessary to effect the election;**
- (N) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and**
- (O) Provide for Central Count Tabulation (s):**
 - a. Preparation and programming of the ballots on the AIS 650 Optical Scanner**
 - b. Preparation and tabulation of votes from the iVotronic Voting System.**

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 CITY OF VON ORMY, 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 CITY'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, CITY agrees to pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY further agrees to deposit with ADMINISTRATOR \$ 100,000 no later than September 21, 2009 to cover the estimated pro rata cost.

6.02 In the event the actual election costs exceed CITY'S deposit, the difference between the actual costs and the deposit will be paid by CITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Bexar County Clerk and mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W Nueva St., Ste. 3.61
San Antonio, Texas 78207-4505

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY and returned to it.

ARTICLE VII

GENERAL PROVISIONS

7.01. 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 Bexar County, Texas.

7.02. 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.

7.03. 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.

7.04. 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 29 day of September, 2009

ELECTIONS ADMINISTRATOR

BY:

Jacquelyn F. Callanen
JACQUELYN F. CALLANEN

CITY OF VON ORMY

BY:

Art Martinez de V...
PRINT: ART MARTINEZ de V...
TITLE: MAYOR

APPROVED AS TO LEGAL FORM:

SUSAN REED
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY:

Kelsey Menzel
KELSEY MENZEL
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL SECTION