



**MIDDLE RIO GRANDE
CONSERVANCY DISTRICT**



**PROFESSIONAL SERVICES CONTRACT
FOR
ELECTION SERVICES**

THIS Contract is made and entered on the **8th** day of **January 2013** by and between the Middle Rio Grande Conservancy District (hereinafter referred to as "MRGCD") and Automated Election Services (hereinafter referred to "Contractor") and shall receive approval of the Secretary of State.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK:

- A. Contractor shall perform those Election Services as prescribed in Schedules I through V of the Request for Proposal and Amendments 1 & 2. Said Election Services shall be provided by Contractor in accordance with Chapter 73, Article 14, NMSA 1978 pursuant to Section 73-14-18 through 73-14-32 and 74-14-84 through 73-14-86, MRGCD Rule 20, and any other appropriate election laws and any rules and regulations adopted by the Board of Directors pursuant to Section 73-14-84 NMSA 1978. Election Services shall include the Certification and Tabulation of votes for each Voting Convenience Center.
- B. This Contract incorporates all provisions of the Scope of Work detailed in the Request for Proposal and Amendment No. 1 attached as "Exhibit A", Offerors ("Proposal") submitted to the MRGCD by Automated Election Services dated October 16, 2012 and Best and Final Offer dated October 24, 2012 as "Exhibit B"; MRGCD Rule 20 as "Exhibit C"; and MRGCD Election Calendar as "Exhibit D". Exhibits A, B, C & D are hereby merged into, made a part of this contract, and attached hereto.
- C. This contract constitutes the entire contract of the parties concerning the subject matter of this contract, and there are no contracts between the parties, oral or written, other than specifically set forth and referred to herein.

2. TERM:

- A. The term for Election Services will be for three (3) MRGCD Elections, 2013, 2015 and 2017, with Contract renewals for each election. Therefore, this contract will be for the 2013 MRGCD Election, will commence on January 1, 2013, and shall expire December 31, 2013.
- B. Notwithstanding the provision in Section 3.1A.23 of the RFP the Contractor hereby agrees to be available for any and all challenge proceedings which result from the 2013 Election of the MRGCD Board of Directors until said proceedings are formally concluded.

3. COMPENSATION:

The MRGCD shall pay the Contractor an amount not to exceed the following:

1 - 25 Voting Convenience Centers	\$7,950.00 each
26 - 50 Voting Convenience Centers	\$7,475.00 each
51-100 Voting Convenience Centers	\$7,125.00 each

Such amount includes all services for Schedule I through V, including a Real-Time Qualified Electors Data Base.

MRGCD will withhold 10% of the total contract amount based on the number of Voter Convenience Centers. This retained amount will be released July 30, 2013.

As agreed by both parties, payment to Poll Officials will be issued by Contractor, and the MRGCD will reimburse Contractor upon receipt of a detailed invoice and supporting documentation. The amount to be paid to the Poll Officials will be at the rates approved by the Board at its Regular Meeting to be held on January 28, 2013.

Progress Payments can be made in accordance with an agreed upon payment schedule:

4. WORKERS' COMPENSATION:

The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this (Contract) may be terminated by the MRGCD.

5. TERMINATION:

This contract may be terminated by the MRGCD for good cause and non-compliance with terms of this contract upon written notice delivered to Contractor. Such termination shall be effective as of the date of receipt of the written notice by Contractor. By such termination, neither party may nullify obligations already incurred for performance or for failure to perform prior to the date of termination.

6. STATUS OF CONTRACTOR:

The Contractor and its affiliated agents and employees are independent contractors performing professional services for the MRGCD and are not employees of the MRGCD. As a result of this contract, the Contractor and its affiliated agents and employees shall not accrue leave, retirement, insurance, bonding, use of vehicles, or any other benefits afforded to employees of the MRGCD.

7. ASSIGNMENTS:

The Contractor shall not assign or transfer any interest in this contract or any claims for money due or to become due under this contract without prior written approval of the MRGCD.

8. PROTECTION OF INDEPENDENCE OF ELECTION:

MRGCD agrees to seek injunctive relief and damages against any MRGCD board member, staff member or any person that attempts to harass any person running the election or otherwise interfere with the election process or bias the outcome of the election by any means.

9. NON-DISCRIMINATION:

All Vendors/Contractors doing business with the MRGCD must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the American with disabilities Act of 1990, (Public Law 102-336).

10. SUBCONTRACTING:

The Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of the MRGCD.

11. RECORDS AND AUDIT:

Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by MRGCD, the Department of Finance and Administration and the State Auditor.

The MRGCD or its agents shall be entitled to audit the books and records of the Contractor including subcontractors before and after payment for the initial contract and any change orders. The contractor shall maintain such books and records for a period of three (3) years from the date of final payment.

12. PRODUCT OF SERVICES; COPYRIGHT AND RIGHT OF DATA:

Nothing produced, in whole or in part by the Contractor under this Contract, shall be subject of an application for copyright or letters patent by, or on behalf of the Contractor. All materials developed or acquired by the Contractor under this contract shall become the property of the District.

13. RELEASE:

Contractor, upon final payment of the amount due under this contract, shall release the MRGCD, its officers, directors and employees, from all liabilities, claims and obligations whatsoever arising from or in any way related to this contract and the services to be performed hereunder. Contractor agrees not to purport to bind the MRGCD to any obligation not assumed herein by the MRGCD unless the Contractor has expressed written authority to do so, and then only within the strict limits of that authority.

14. PENALTIES:

The New Mexico criminal laws prohibit, and prescribe penalties for, bribes, gratuities and kickbacks. In addition, the Conservancy Act, Sections 73-14-88 through 73-14-92 NMSA 1978 provide civil or criminal penalties for false voting, unlawful possession of

absentee ballot materials, unlawful opening of a ballot box and falsifying an election document.

15. INDEMNIFICATION:

Contractor agrees to indemnify and hold the MRGCD harmless for any liability incurred by the MRGCD as the result of actions or activities performed by Contractor, its affiliated agents and employees under this Contract.

16. CONFIDENTIALITY:

Any confidential information provided to or developed by Contractor in the performance of this contract shall be kept confidential and shall not be made available to any individual or organization by contractor without the prior written approval of the MRGCD.

17. CONFLICT OF INTEREST:

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required under this contract.

18. AMENDMENT:

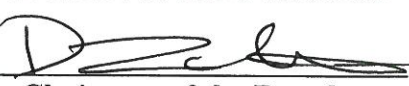
This contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto;

19. APPLICABLE LAW:

This contract shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

CONTRACTOR
BY: 
Automated Election Services

**MIDDLE RIO GRANDE
CONSERVANCY DISTRICT**
BY: 
Chairman of the Board

SECRETARY OF STATE

BY: _____

TITLE: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MIDDLE RIO GRANDE CONSERVANCY DISTRICT**

NOTICE OF 2013 ELECTION OF DIRECTORS

BD-12-10-12-48

WHEREAS, [Section 73-14-24.B. NMSA, 1978 Comp. as amended] requires that the members of the Board of Directors shall be elected at an election held on the first Tuesday after the first Monday in June in 2001 and in each odd-numbered year thereafter; and,

WHEREAS, [Section 73-14-27 NMSA, 1978 Comp. as amended] requires that the Board of Directors shall provide for adequate polling places within the boundaries of the conservancy district. In addition, the Board of Directors shall provide a polling place at the main office of the conservancy district and may provide such other locations as it deems necessary. The Board of Directors may also create absentee-early voter and absent voter precincts; and,

WHEREAS, [Section 73-14-24 NMSA, 1978 Comp. as amended] further requires that on the first Tuesday after the first Monday in January prior to the Middle Rio Grande Conservancy District election, an election proclamation shall be published that includes a list of the offices for which a candidate may file, the date and place at which declarations of candidacy shall be filed and the date of the election. The election proclamation shall be published once in a newspaper of general circulation in the counties in which the election shall be held.

THEREFORE BE IT RESOLVED by the Board of Directors of the Middle Rio Grande Conservancy District that:

- A) The election of directors for the Board of Directors of the Middle Rio Grande Conservancy District shall be held on Tuesday, June 4, 2013 from 7:00 a.m. to 7:00 p.m.
- B) The purpose of the election is to elect directors to the Board of Directors for the following positions:
 - 1) Position No. 3 Director for Bernalillo County
 - 2) Position No. 4 Director for Bernalillo County
 - 3) Position No. 6 Director for Socorro County
 - 4) Position No. 7 Director for Sandoval County
- C) Qualified candidates shall file a Declaration of Candidacy and required petition signatures with the Election Officer at the General Office of the Middle Rio Grande Conservancy District, 1931 Second Street SW, Albuquerque, New Mexico no later than April 5, 2013.
- D) The election contractor is hereby directed to publish the date and time of election, list of offices and the date and place at which declaration of candidacy shall be filed, and the purpose of the election in compliance with the state law.

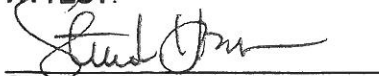
RESOLVED in session this 10th day of December, 2012

MIDDLE RIO GRANDE CONSERVANCY DISTRICT



Derrick J. Lente
Chairman of the Board

ATTEST:



Steven L. Houser
Secretary/Treasurer