

**2016 PRIMARY ELECTION SERVICE CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF HIDALGO**

This contract is made and entered into this ____ day of _____, 2016, by and between the HIDALGO COUNTY DEMOCRATIC PARTY, acting by and through the Chair of its County Executive Committee, Ricardo Godinez, hereinafter referred to as “Party,” and YVONNE RAMÓN, County Election Officer of Hidalgo County, Texas, hereinafter referred to as the “Contracting Officer,” under the authority of Section 31.092(b), Texas Election Code, relating to the conduct and supervision of the Hidalgo County Democratic Party’s Primary Election on March 1, 2016 (hereinafter referred to as the “election”), and the Hidalgo County Democratic Party’s Primary Runoff Election, if necessary, on May 24, 2016 (hereinafter referred to as the “runoff election”).

This contract is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and the runoff election:

- 1.1 Promptly after being advised by the Party of the designated polling places, contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.2 Conduct one or more election schools before the Election and if necessary before the Runoff Election, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §120(a) & 81.121(c).)
- 1.3 The Contracting Officer and the Party agree that if necessary the Party may conduct additional election schools for student election clerks.
- 1.4 Code, or arrange to have coded, the ballot.
- 1.5 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic (“DRE”) voting machines as provided in Section 129.023(b), Texas Election code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State (hereinafter referred to as “SOS”), respectively.
- 1.6 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths; will not include the preparation or distribution of political party packets.

- 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them to and from the early voting locations and at the election day polling places.
- 1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
- 1.10 As requested by the Party, assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Party who are responsible for holding the election and the runoff election.
- 1.11 For a fee of \$250, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113(f), Texas Election Code, submit Election night Returns (“ENR”) electronically to the Texas Secretary of State (hereinafter referred to as “SOS”) in the form requested by the SOS in accordance with Chapter 68, Texas Election Code, and prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, mail ballot votes, provisional votes received, and provisional votes counted that are received in each county election precinct by each candidate for a county office, statewide office, or the offices of President and Vice President of the United States, U.S. Senator, U.S. Representative, state senator, state representative, county commissioner, county constable, county justice of the peace, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 1.12 Provide unlimited on-site and remote technical support during election and runoff election at a fee of \$500 as allowed by SOS administrative rules or advisories relating to primary funds.
- 1.13 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that will perform these functions in the county for elections ordered by the governor, the county judge, or commissioners court.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and runoff election:

- 2.1 As soon as possible after December 1, 2015, in accordance with Sections 42.002(a)(3), 42.009, and 43.003, Texas Election Code, determine whether there will be a consolidation of county voting precincts for the election and runoff election, designate the polling place for each voting precinct for the election and runoff election, and advise the Contracting Officer of any such consolidations and the names and addresses of the polling places and the contact persons for them no later than 5:00pm on December 7, 2015. If the information is not provided by this deadline the Party assumes responsibility for securing all Election Day poll locations. The party must then notify the contracting officer of the Election Day poll locations as required to code the election.

- 2.2 Prepare and provide to the Contracting Officer the number of DRE's and election workers per poll location, and the number of paper ballots per precinct. Not to exceed 250 iVo and 75 ADA DRE's or 75 poll locations.
- 2.3 Appoint a presiding and an alternate judge for each Election Day polling place, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board/signature verification committee and promptly provide the names and contact information to the Contracting Officer. It is the responsibility of the presiding judges to appoint the appropriate number of election clerks. The Party must promptly provide to the contracting officer the names and contact information of all election workers so that they may be contacted for training schools no later than February 1, 2016.
- 2.4 Party Chair or designee must be present at the Elections Administration Office, 101 S. 10th Ave., Edinburg, TX at 5:30am on Election Day to confirm attendance of all poll location workers. If any poll workers are not in attendance, the Party must have alternate replacements ready to fill in vacancies.
- 2.5 Notify the election judges of the election and runoff election in accordance with Section 4.007, Texas Election Code.
- 2.6 In accordance with Section 172.1112, Texas Election Code, post notices of the election and runoff election and notices of consolidated precincts on the bulletin board used for posting notices of meetings of commissioner's court. The notices must contain the information set forth in Section 4.004, Texas Election Code, and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 2.7 The day after the final candidate filing deadline (or, in the case of a runoff election, after the canvass of the election), to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than forty-five (45) days before the election dates for the election and runoff election, certify in writing to the Contracting Officer (i) the candidates' names as they are to appear on the ballot and offices, (ii) included with the certified listing of the candidate's name provide the first page of each candidate's application for a place on the ballot for verification of candidate names, and (iii) any referenda under Section 172.087, Texas Election Code, in English and Spanish that are to appear on the ballot.
- 2.8 Supervise the overall conduct of Election Day in the county, including the tabulation of results as set forth in Section 31.092(d), Texas Election Code.
- 2.9 Pay wages to precinct election judges, alternate judges, election clerks, members of the early voting ballot board/signature verification committee, and central counting station personnel other than regularly or temporarily employed Elections Department personnel. (Party Chair or designee must be present to oversee employees)
- 2.10 Early Voting Ballot Board will organize the applications for ballot by mail in alphabetical order after the ballot board proceedings have been completed.
- 2.11 As allowed by Texas Election Code 31.098, the Party authorizes the Contracting Officer to contract with third party persons for election services and supplies and provide that the officer will pay the claims for those election expenses and that the Contracting Officer will make the payments directly

to the claimants after which the Party is responsible to reimburse the Contracting Officer with Primary or Party funds, whichever is applicable.

3. Compensation, Billing, and Payment.

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses s/he incurs in accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; coding the ballot; logic and accuracy testing; and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will require that money from the Party be paid in advance to conduct the election and runoff election, which payment must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more will seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election and runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer requests the Party to pay directly to the precinct election and alternate judge, election clerks, members of the Early Voting Ballot Board/Signature Verification Committee, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting including any mobile voting units in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election and runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses s/he incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer/s fee as described in Paragraph 3.2 above.

The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within thirty (30) days after the election and/or within ten (10) days after the runoff election.

3.8 After the election and runoff election and as soon as practicable, and only after receiving final invoices from third party vendors, The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such thirty (30) day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and runoff election, both with respect to early voting in person, mobile voting, and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot coding for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. **Voting System.** The voting system to be used in the election and runoff election is Elections Systems and Software, Inc. iVotronic Touch Screen Voting System.

6. **Acknowledgement of Shared Polling Places.** The Party acknowledges that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places with the other political party. The Party acknowledges that if there is not enough county-owned election equipment to satisfy the requests of both political parties, commissioner's court shall allocate the equipment among the political parties requesting it, in accordance with Section 51.035, Texas Election Code.

7. **General Provisions.**

7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election and runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code.

7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

7.3 The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Hidalgo County, Texas.

7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party

should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes, and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statute.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or to the Party, submission or notice shall be made to these individuals:

For the Contracting Officer: **For the Party:**

Yvonne Ramón
101 S. 10th Ave.
Edinburg, TX 78539
956-318-2570
elections@co.hidalgo.tx.us

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

The Party

By: _____

By: _____

Title: Elections Administrator

Title: County Chair

Date: _____

Date: _____

The State of Texas §
County of Hidalgo §

Before me, the undersigned authority, on this day personally appeared **Yvonne Ramón** and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of the office on this ____ **day of** _____, **2016**.

Signature of Officer Administering Oath

(SEAL)

Title