THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF DONNA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 7, 2017**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 7, 2017**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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 7, 2017**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code 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 device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Verity Touch voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code 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) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) 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;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058.

(W) 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;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) 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 as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. 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 as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $14.00 per hour for Election Judges and $12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $10.00 per hour per person (*additional cost for Early Voting extended hours requested by ENTITY will be paid proportionately by ENTITY when or if applicable*).

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) 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 of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

(J) Maintain all features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities during the Early Vote, Election Day, and Runoff Election period(s).

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 as provided in the attached Exhibit "A":

6.01 Verity Touch Voting Machines:

A. One base charge of $150.00 for Coding Verity Touch ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded 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 V-drives, Verity Keys; etc at $100.00 per location.
G. The amount of $150.00 leasing fee for each Verity Controller, a $150.00 leasing fee for each Verity Touch and $150.00 leasing fee for each Verity Touch Access (shared cost);
H. Cost of delivery and pick-up of Verity Touch voting equipment 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 coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day (shared cost);
B. To include but not limited to the Early Voting and Election Day laptop rentals at $150.00 per location (shared cost);
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 election kits (shared cost). One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for 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 and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 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 the cost of payroll for election workers at $14.00 per hour for Election Judge, $12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.00 per hour per person;

6.07 Pay for the cost of the Ballot Board judge at $14.00 per hour and Ballot Board clerks at $12.00 per hour;

6.08 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.09 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.10 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit "A" and which is made part of this agreement.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance 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 Department.

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
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Laura Balderrama
City Secretary
City of Donna
307 S. 12th St.
Donna, Texas 78537

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 ANY CITY, SCHOOL DISTRICT OR ENTITY LEASING ELECTION EQUIPMENT SHALL BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF COUNTY PROPERTY AND FURTHER AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR THE REPAIR OF ANY LOST, STOLEN, DESTROYED OR DAMAGED ELECTION EQUIPMENT.

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 _____, 2017

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

CITY OF DONNA
ENTITY

BY: _____

PRINT: ERNEST SILVA

TITLE: INTERIM CITY MANAGER

ATTEST

BY: Laura Balderrama

PRINT: Laura Balderrama

TITLE: City Secretary

2017 Hidalgo County Elections Contract Estimate Calculator

(*Shared cost with County)

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY ENTITY'S QUESTIONNAIRE

ELECTION: City of Donna
Mayor, Councilmember Place 1 & 3 & Municipal Judge

DATE: November 7, 2017

6.01	**Coding Services for HART Intercivic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	*Election Media per Polling Location(s)	$100.00	2	$100.00
G	*Verity Controller	$150.00	4	$300.00
G	*Verity Touch Voting Machine(s)	$150.00	14	$1,050.00
G	*Verity Touch Access Voting Machine(s)	$150.00	4	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$650.00	1	$650.00
			Total iVotronic Coding Charges	**$3,010.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	4	$300.00
C	Printer Labels (11,279 per vote)	$0.03	22,558	$676.74
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	**$1,666.74**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	250	$137.50
	Election Day Combination Forms	$0.55	250	$137.50
	*Election Judge Kit for Early Voting	$70.00	1	$35.00
	*Election Judge Kit for Election Day	$70.00	1	$35.00
	Verity Access Thermal Code paper	$0.10	11,279	$1,127.90
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	400	$80.00
			Total Supplies Charges	**$1,586.90**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	700	$280.00
	Mail-in-Ballots Kit(s) per request	$2.00	600	$1,200.00
	Postage Mail-in-Ballots (per request)	$0.61	600	$366.00
	Correspondence Postage	$0.46	1	0.46
			Total Mail & Ballot Service Charges	**$1,996.46**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$18,294.50		$9,147.25
	Payroll for Early Voting Employees Extended Hours *(No Charge)*	$4,392.00		$0.00
	*Payroll for Election Day Employees	$1,977.00		$988.50
			Total Payroll Charges	**$10,135.75**
6.07	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	**$350.00**
6.08	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 14.00	1	149.75	$4.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 12.00	9	1347.75	$291.11
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 14.00	1	16	$0.45
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 12.00	9	144	$31.10
	(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges		**$326.25**
6.09	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change without notice)	$45.00	2	$90.00
			Total Cell Phone Charges	**$90.00**
6.10			**Subtotal**	**$20,962.10**
			Administrative Fees (10%)	**$2,096.21**
			ESTIMATED GRAND TOTAL	**$23,058.31**