

**JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF HIDALGO**

THIS CONTRACT is made and entered into this _____ day of _____, 2024, by and between the Hidalgo County Democratic Party, acting by and through the Chair of its County Executive Committee, Richard Gonzales, hereinafter referred to as “Party,” and Hilda Salinas, 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 and relating to the conduct and supervision of the Hidalgo County Joint Primary Election on March 5, 2024 (hereinafter referred to as the “election”), and the Hidalgo County Joint Runoff Primary Election, if necessary, on May 28, 2024 (hereinafter referred to as the “runoff election”), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Hidalgo County Commissioners Court on _____, 20____, Hidalgo County Elections Administrator, and the County Chairs of the Hidalgo County Republican Party and Hidalgo County Democratic Party, respectively.

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 (***strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code***) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State (“SOS”) by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology

described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each countywide polling place from the names submitted by the parties **or from a list of election workers maintained by the Contracting Officer, subject to approval by each party**. Each party will operate and appoint members for their own early voting ballot board, signature verification committee and central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer will ensure party balance among the polling place election workers with the list submitted by each party.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools (trainings) and notify the election judges of the date(s), time(s), and place(s) of such schools (trainings). (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6
 - A. In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts (if applicable), on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice 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.
 - B. Early Voting and Early Voting runoff notices/schedules will be provided per Texas Election Code Section 4.003(a)(1).
 - C. In accordance with the Contract Questionnaire, the Contracting Officer will prepare and publicize notice of Election Day Polling locations approved by both parties.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and 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 Hart Verity Hybrid voting system (Hart Duo) 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 Hart Duo 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 SOS, respectively.

- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paper clips, pens, etc., ballot boxes, and voting booths.
 - 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
 - 1.12 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.
 - 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
 - 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
 - 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
 - 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
 - 1.18 Prepare official results for the Party's Canvassing.
 - 1.19 If received on or before February 12, 2024, distribute the party's Notice of Convention flyers during the early voting period and during Election Day.
 - 1.20 Serve as the Custodian of Election Records pursuant to Texas Election Code Section 66.058.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting

- Officer a list of potential election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 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 usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
 - 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
 - 2.4 In collaboration with the opposing party and the Contracting Officer, and in accordance with Chapter 42, identify location for each Countywide polling location for Election Day and Runoff Election Day. Once the total number of Election Day Polling locations will be used, the party will provide the Contracting Officer the number of Election Day kits, workers and number of machines needed per poll location.
 - 2.5 As allowed by Texas Election Code 31.098, the Party authorizes the Contracting Officer to contract with third party vendors for election services and supplies needed. The Contracting Officer will pay the vendors directly and will submit requests for reimbursement to the Party responsible for reimbursing the Contracting Officer with Primary or Party funds, whichever is applicable.
 - 2.6 Pay the proportionate cost of election judges, election workers for hourly pay submitted by the Contracting Officer, at a rate of \$12.00 per hour for Election Day Election Judges, Alternate Judges and Clerks, unless other payment arrangements have been agreed to by the Party and the Contracting Officer. There no pay for time spent in training for Election Day. Election Day Judges will receive an additional fee of \$25.00 as a delivery fee per Section 81.120(c) of the Texas Election Code.
 - 2.7 The Party will reimburse the Contracting Officer for all expenses deemed non-payable by the Secretary of State, such as the purchase of "I Voted" stickers given to each voter on Election Day.
 - 2.8 Provide Party's Notice of Convention flyers to the Contracting Officer on or before February 12, 2024 to be distributed during the Early Voting period and during Election Day.
 - 2.9 Reimburse the Contracting Officer for any and all costs associated with an election contest filed, should a presiding District Judge determine and order a special election is to be administered.

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 Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she 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; wages and salaries of the election judges, alternate judges, election clerks, members of the early voting ballot board, and central counting station personnel; programming 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, SOS shall pay the Contracting Office 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 may require that money be paid in advance to conduct the election and the runoff election from SOS, which 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 will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or 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 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the costs of the election and the runoff election are paid for from the state-appropriated primary funds, including candidate filing fees, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibilities to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.6 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be

reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

- 3.7 After the election and runoff election and as soon as practicable, after receiving final invoices from the third party vendors, the Contracting Officer shall submit its invoice with all costs associated with administering the election. Invoices will be due and payable within thirty (30) days after receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within the thirty (30) day time period; otherwise, the invoice will be deemed to be true and accurate.
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 the runoff election, both with respect to early voting in person 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 programming 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 the current system used by the Contracting Officer, the Hart Verity Hybrid.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint 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, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
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 or to the 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 or other provisions of Texas law.
- 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.
- 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 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, 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 Statutes.
- 7.6 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in the County of Hidalgo, Texas.
- 7.7 No amendment, modification or alteration of the terms hereof shall be binding unless by mutual written agreement and duly executed by the Contracting Officer and the Party.
- 7.8 The Contracting Officer and the Party agree that they shall execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the terms of the Contract.
- 7.9 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 the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

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| Name: |
| Mailing Address: |
| Phone #: |
| Fax: |
| Email: |

For the Party:

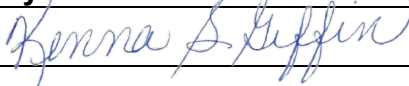
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| Name: Richard Gonzales, County Chair, or Kenna S Giffin, Primary Administrator |
| Mailing Address: PO Box 4585, McAllen, TX 78502-4585 |
| Phone #: Richard 956-207-3909 Kenna: 956-283-4669 |
| Fax: |
| Email: richard@gonzaleslaw.com ksg210@gmail.com |

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

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| By: |
| Title: |
| Date: |

The Party

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| By:  |
| Title: Kenna S Giffin, HCDP Treasurer and Primary Election Administrator |
| Date: January 18, 2024 |