

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** program. Therefore, countywide/districtwide polling locations will be used for the election held on **JUNE 15, 2024**, and any resulting runoff.

WHEREAS, pursuant to Section 43.007(e), each countywide/districtwide polling location must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ELECTIONS ADMINISTRATOR has provided costs for election services to be rendered by ELECTIONS 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 ELECTIONS 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 **JUNE 15, 2024**, and any runoff, if applicable.
- 1.02 If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ELECTIONS ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01 The COUNTY, through the ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - (A) Procure, provide, code and distribute Hart Hybrid voting systems, election equipment and transport equipment to and from the polling locations, including Early Voting and Election Day, for the ENTITY;
 - (B) Prepare and provide Hart Hybrid training for election workers;

- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machines to be utilized by ENTITY during Early Voting and Election Day;
- (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations 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, paper ballots, envelopes and postage;
- (F) Provide training for Election Workers;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 1. Ballots (print and distribution only);
 2. Election kits and election paperwork;
 3. Voting Equipment;
- (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) Prepare Writ of Election to election officers and notice of appointment to Presiding judges for election day, and notify the election judges of the date, time and place of the election as required by law.
- (J) Prepare, distribute, and publish notice of election as required by Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules;
- (K) Notice will also be posted on the Hidalgo County elections website as per Texas Election Code Section 4.008.
- (L) Procure and pay election workers for Early Voting and countywide/districtwide Election Day voting;
- (M) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (N) Procure and pay Early Voting Ballot Board members;
- (O) Provide information for election officers;
- (P) Provide such incidental related services as may be necessary to conduct the election;
- (Q) Serve as the Early Voting Clerk;
- (R) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (S) Tabulate election results in preparation for ENTITY's canvassing.

- (T) Preserve locked ballot transport bags containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (U) The ELECTIONS 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;
- (V) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (W) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ELECTIONS 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;
- (X) Provide signage to be placed at each polling location regarding Texas Penal Code Section 46.03(a)(2)'s prohibition of firearms on the premises of a polling place;
- (Y) 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 ELECTIONS ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ELECTIONS 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 ELECTIONS 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 rentals, labels and combination forms;
- (B) Pay the proportionate cost of election workers for hourly pay submitted by the County Elections Administrator at the rate of \$16.00 per hour for Judges and \$14.00

per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location.

- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY’S governing body;
- (E) 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; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) 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.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot and candidate placement for the Entity’s election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.
- (J) Procure Early Voting and Election Day polling locations; Provide contact information on the approval (s) for the use of Early Voting and Election Day polling locations.

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 ELECTIONS ADMINISTRATOR shall have no responsibility for ensuring 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. In addition, ELECTIONS ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

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 ELECTIONS ADMINISTRATOR, the ENTITY agrees to pay ELECTIONS ADMINISTRATOR for the following costs of services:

- 6.01 HART Hybrid:
- (A) One base charge of \$475.00 for Coding Hybrid voting machines,
 - (B) A \$10.00 recording fee for each Audio File;
 - (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
 - (D) The amount of \$610.00 for each Verity Scan/ Ballot Box, \$150.00 for each Verity Duo Go (curbside) Voting Machine, \$465.00 for each Verity Controller, and a \$447.00 for each Verity Touch Duo Voting Machine;
 - (E) Cost of delivery and pick-up of HART Verity Duo Voting Equipment for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
 - (F) The above described fees shall be additionally charged for any Runoff Election.
- 6.02 Electronic Poll Book:
- (A) Database access at \$100.00 per day;
 - (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
 - (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 Election Day Combination forms, maps, election kits, Verity Access Thermal code paper, Thermal ballot paper, and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for Covid PPE'S for locations.

- 6.04 Reimbursement of ballot supplies, mail-in ballot kits, paper ballots, correspondence postage, and mail ballot postage (per request) at COUNTY's cost;
- 6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)
- 6.07 (A) Cost of election workers for time worked to be submitted to the ENTITY by the ELECTIONS ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at the rate of \$16.00 per hour for Judges and \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location..
(B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Early Voting Ballot Board judge at the rate of \$16.00 per hour, the Alternate Judge at the rate of \$14.00 per hour, and clerks at the rate of \$12.00 per hour;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 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 \$4.99 per phone line;
- 6.12 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.
 - (B) After the election and as soon as practicable, upon receiving the final invoice from third party vendors, the 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 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:

Hilda A. Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Alfredo Espinosa
City Manager
PO Box 699
Progreso, Texas, 78579

(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 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ELECTIONS ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

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 4th day of June, 2024

APPROVAL COUNTY OF HIDALGO:

City of Progreso
ENTITY

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: Alfredo Espinosa
Alfredo Espinosa, City Manager

ATTEST:

ATTEST:

BY: _____

ARTURO GUAJARDO, JR.

COUNTY CLERK

BY: Alejandro Alanis

PRINT: Alejandro Alanis

TITLE: administrator

ELECTIONS ADMINISTRATOR

BY: _____

HILDA A. SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
Toribio "Terry" Palacios

BY: _____

Leigh Ann Tognetti,
Assistant District Attorney