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November Election Services Contract Inbox x

Inbox x



to me, Hilda, Robert

Patty:

The attached contract is approved as to form.

leigh.tognetti@da.co.hidalgo.tx

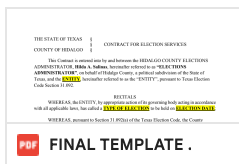
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THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda A. Salinas**, hereinafter referred to as “**ELECTIONS ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **ENTITY**, 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 a **TYPE OF ELECTION** to be held on **ELECTION DATE**;

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 **ELECTION DATE**, election of the ENTITY (the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ELECTIONS 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(b) of the Texas Election Code, if an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions, the commissioners court of a county and governing bodies of the other political subdivisions may 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) of the Texas Election Code, a regular county polling place may be used for a common polling place in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, Therefore, **countywide** polling places will be used for the election held on **ELECTION DATE**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place 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 the 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 **ELECTION DATE**, and any resulting runoff.
- 1.02. If applicable, acknowledgement of Shared Common 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 conducting 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 places, including Early Voting and countywide Election Day, for the ENTITY;
 - (B) Prepare and provide training for election workers on the HART Hybrid voting equipment, Election paperwork and the EViD electronic pollbook;

- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for HART Hybrid voting machines to be utilized by the ENTITY during Early Voting and countywide Election Day;
- (D) Procure, provide, prepare and code the EViD Electronic Pollbooks per polling places with the Voter Registration Database;
- (E) Provide and prepare all mail-in ballot supplies, paper ballots, envelopes and postage;
- (F) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Election kits and election paperwork;
 - 2. Laptop(s);
 - 3. Voting Equipment;
- (G) 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, provisional ballot bags, ballot boxes, custom signs, flags, badges and one hundred sample ballots;
- (H) Procure Early Voting and countywide Election Day polling places;
- (I) Provide signage to be placed at each polling place regarding the Texas Penal Code Section 46.03(a)(2) prohibition of firearms on the premises of a polling place;
- (J) Prepare Writ of Election to Presiding judges and notice of appointment to Presiding judges/ alternate judges for countywide Election Day, as required by law;
- (K) Prepare, distribute, and publish Notice of Election (Texas Election Code Section 4.003(1)(A)) and Early Voting and countywide Election Day schedules;
- (L) Post Notice of Election and Early Voting and countywide Election Day schedules (Texas Election Code Section 4.003(b), 4.009(a) and 172.1112(a)) on the county's Internet website;
- (M) Procure and pay election workers for Early Voting and countywide Election Day voting;
- (N) 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;
- (O) Procure and pay Early Voting Ballot Board members;
- (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 election media;
- (S) Tabulate election results in preparation for ENTITY's canvassing;
- (T) Preserve locked ballot boxes and 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 months 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) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - 1) The County may combine polling places in accordance with Section 42.0051 of the Texas Election Code, in order to properly supervise and conduct a Runoff election.
 - 2) The ENTITY hereby agrees to the combining of polling places, in accordance with Section 42.0051 of the Texas Election Code.
 - 3) 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.
 - 4) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract and any resulting runoff 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;

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, EViD electronic pollbook and laptop rentals;

- (B) Pay the proportionate cost of election workers for training at the rate of \$10.00 per hour per person.
- (C) Pay the proportionate cost of election workers submitted by the County Elections Administrator at the rate of \$19.00 per hour and Delivery/Pickup fee of \$50.00 for Election Judges, and \$17.00 per hour for Alternate Judges and \$15.00 per hour for Clerks for both Early Voting and countywide Election Day;
- (D) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and countywide Election Day;
- (E) Canvass the Election Results for the ENTITY'S governing body;
- (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; and
 - 2) the authority with whom documents are filed under Title 15.
- (G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests;
- (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 ELECTIONS ADMINISTRATOR for the costs of services for a Runoff election.
- (J) 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.

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 ballot for voting machines;
 - (B) A \$10.00 recording fee for Audio Files;
 - (C) Cost of creating election media, such as but limited to V-drives, Activators; etc. at \$100.00 per polling place.
 - (D) The amount of \$465.00 per Verity Controller, \$447.00 per Verity Touch Duo Machine, \$610.00 per Verity Scan/Ballot Box, and \$150 per Verity Duo Go Carrier (curbside);
 - (E) Cost of rentals and delivery/pick-up of Elections Equipment for both Early Voting and countywide Election Day to include fuel charge and mileage at the COUNTY's cost;
- 6.02. EViD Electronic Pollbook:
- (A) Voter Registration Database access at \$100.00 per day;
 - (B) To include but not limited to EViD and laptop rentals at \$150.00 per polling place for both Early Voting and countywide Election Day;
 - (C) Printed Barcode fee of \$.03 per vote (price subject to change);
 - (D) Creation of separate Username and password for each polling place at \$20.00;
- 6.03. Fee for both Early Voting and countywide Election Day election kits, Thermal code and ballot paper, 'I VOTED' stickers, maps, additional sample ballots at twenty cents per copy and Personal Protective Equipment (PPE);
- 6.04. Reimbursement of mail-in ballot supplies, paper ballots, envelopes kit, ballot postage (per request) and correspondence postage at the COUNTY's cost;
- 6.05. Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

- 6.06. (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 the cost of payroll for election workers at the rate of \$16.00 per hour for Election Judges and Delivery/Pickup fee of \$50.00 and \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and countywide Election Day; includes cost of payroll for training of election workers at \$10.00 per hour per person;
- (B) Reimburse the County for the cost of payroll overtime incurred by the County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.07. Pay for the cost of the Early Voting Ballot Board judge at the rate of \$16.00 per hour, alternate judge at the rate of \$14.00 and clerks at the rate of \$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 places 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;
- 6.10. Billing:
- (A) The form of the invoice to be used in the final invoice 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 final invoice from third party vendors, the ELECTIONS 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 Section 31.100(d).
- (C) Full payment shall be made by the ENTITY within thirty (30) days of receipt of the final invoice.
- (D) Payment shall be made by check payable to the Hidalgo County Elections Department.
- (E) Costs to be shared between contracting ENTITIES will be rounded to the nearest dollar.

- (F) 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
P.O. Box 659
Edinburg, Texas 78540

Authorized Person
Title
Entity
Address
City/State/Zip code

- (G) 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 ENTITY IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ELECTIONS ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE 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 _____, 2026

APPROVAL COUNTY OF HIDALGO:

ENTITY

BY: _____
RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____
AUTHORIZED PERSON
TITLE

ATTEST:

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

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