

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

CONTRACT FOR ELECTION SERVICES     MAY 24 2019

FILED  
AT 2:10 O'CLOCK P. M.  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY TEXAS  
BY \_\_\_\_\_ DEPUTY

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 **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, 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 **MAY 04, 2019**.

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 **MAY 04, 2019**, 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 certain election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable, 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 Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used 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 if it 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, which allows the commissioners court to eliminate county election precinct polling places and establish countywide polling places for the election held on the **MAY 04, 2019**; 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, 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 MAY 04, 2019.

## ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
- (A) Procure, provide, 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 permanent polling locations and election day polling locations, and including one designated site for the mobile polling location units, 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 (print 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 the selected early voting polling places and election day polling places, as ordered by the Entity;
- (K) Prepare Writ of Election to election officers and notice of appointment to presiding and alternate judges, as required by law;
- (L) Prepare and publicize the Logic & Accuracy testing publication in the newspaper (Texas Election Code 129.023(b))
- (M) Notify the election judges of the date, time and place of the election;
- (N) Procure and pay election judges and clerks for the permanent early voting and election day voting;
- (O) 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;
- (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, 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.
- (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;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Procure additional thirty-three (33) early voting mobile polling places, as requested by ENTITY;
- (B) Procure and pay election judges and clerks for the additional thirty-three (33) early voting mobile polling places;
- (C) 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;
- (D) Pay the proportionate 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 for the permanent polling places, and pay the proportionate shared cost for training of judges and clerks at the rate of \$10.00 per hour per person as applicable.
- (E) Provide its own ENTITY vehicles and maintain liability insurance coverage for transport of the voting equipment and supplies for the additional thirty-three (33) early voting mobile polling places.
- (F) Provide its own ENTITY liability insurance coverage for the election workers employed for the additional thirty-three (33) early voting polling places.
- (G) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Special Election day permanent polling places;
- (H) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;
- (I) Canvass the Election results for the ENTITY'S governing body;
- (J) Prepare and submit to the Secretary of State the Precinct by Precinct reports;
- (K) 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 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.
- (L) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (M) 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.

- (N) 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 and Election Day.
- (O) 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. 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 the preparation, distribution and publicizing of the notice as per Texas Election Code 4.003(a)(1) that may include the Early Voting and Election Day schedules, and as per Texas Election Code 67.002(2) which is canvassing election results. In addition, 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 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 \$475.00 for Coding Verity Touch ballot for voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
  - (B) A \$10.00 recording fee for Audio Files;
  - (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 \$186.00 leasing fee for each Verity Controller, a \$186.00 leasing fee for each Verity Touch Voting Machine and a \$210.00 leasing fee for each Verity Touch Access Voting Machine;
  - (E) Cost of delivery and pick-up of Verity Touch Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

6.02 Electronic Poll Book:

- A. Database access at \$100.00 per day (shared cost, if applicable);
- B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at \$150.00 per location (shared cost, if applicable);
- 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 and 'I VOTED' stickers. 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 Logic & Accuracy publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement rental fees incurred for Early Voting polling places and Election Day polling places, as ordered;

6.07 (A) 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 for the Districtwide polling places;

(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 Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

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 for the countywide polling places;

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" and which is made part of this agreement.

- B. After the election and as soon as practicable, upon receiving final invoice from 3<sup>rd</sup> 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

Robert Peña  
Board President  
Edinburg CISD  
PO Box 990  
Edinburg, Texas 78540

- 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 14th day of May, 2019

APPROVAL COUNTY OF HIDALGO:

EDINBURG CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
ENTITY

BY: *Richard F. Cortez*  
RICHARD F. CORTEZ  
COUNTY JUDGE

BY: *Robert Peña*

PRINT: ROBERT PEÑA  
TITLE: SCHOOL BOARD PRESIDENT

ATTEST:

BY: *Arturo Guajardo, Jr.*  
ARTURO GUAJARDO, JR.  
COUNTY CLERK

ATTEST

BY: *Oscar Salinas*

PRINT: Oscar Salinas

TITLE: Secretary, Board of Trustees

BY: \_\_\_\_\_  
YVONNE RAMÓN  
ELECTIONS ADMINISTRATOR

APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/21/19 *me*

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY  
RICARDO RODRIGUEZ, JR.

BY: \_\_\_\_\_  
JOSEPHINE RAMIREZ SOLIS,  
CHIEF CIVIL DIVISION



## 2019 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.  
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Edinburg CISD		DATE: May 4, 2019			
Bond					
6.01	<b>Coding Services for HART</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
A	Base Charge: Ballot Coding	\$475.00	1	\$475.00	
C	Ballot Audio Files	\$10.00	3	\$30.00	
F	Election Media per Polling Location(s)	\$100.00	2	\$200.00	
G	Verity Controller(s)	\$186.00	8	\$1,488.00	
G	Touch Voting Machine(s)	\$186.00	15	\$2,790.00	
G	Touch Access Voting Machine(s)	\$210.00	7	\$1,470.00	
H	Delivery/ Pick-up Fee (includes Mileage)	\$700.00	1	\$700.00	
<b>Total iVotronic Coding Charges</b>				<b>\$7,153.00</b>	
6.02	<b>Electronic Poll Book (VoteSafe)</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
A	Voter Registration Database Access (Per Day)	\$100.00	9	\$900.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	\$150.00	8	\$1,200.00	
C	Printer Labels (64,290 per vote)	\$0.03	128,580	\$3,857.40	
D	Username/Password - Per Polling Location	\$20.00	8	\$160.00	
<b>Total Electronic Poll Book Charges</b>				<b>\$6,117.40</b>	
6.03	<b>Supplies</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Early Voting Combination Forms	\$0.55	1,340	\$737.00	
	Election Day Combination Forms	\$0.55	1,340	\$737.00	
	Election Judge Kit for Early Voting	\$35.00	1	\$35.00	
	Election Judge Kit for Election Day	\$35.00	1	\$35.00	
	Verity Access Thermal Code paper (per vote)	\$0.10	64,290	\$6,429.00	
	I VOTED stickers (per vote)	\$0.01	64,290	\$642.90	
	Polling Location Map(s)	\$17.00	8	\$136.00	
	100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.	\$0.20	100	\$20.00	
<b>Total Supplies Charges</b>				<b>\$8,771.90</b>	
6.04	<b>Mail &amp; Ballot Service</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Mail-in-Ballot Applications	\$0.25	0	\$0.00	
	Paper Ballots for Mail-in-Ballots and Provisionals	\$0.40	370	\$148.00	
	Mail-in-Ballots Kit(s) per request	\$2.00	100	\$200.00	
	Postage Mail-in-Ballots (per request)	\$0.61	100	\$61.00	
	Correspondence Postage	\$0.49	1	\$0.49	
<b>Total Mail &amp; Ballot Service Charges</b>				<b>\$409.49</b>	
6.05	<b>Advertisements/Notices</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	I & A	\$500.00	1	\$500.00	
	Local newspaper		0	\$0.00	
<b>Total Advertisement/Notice Charges</b>				<b>\$500.00</b>	
6.07	<b>*Payroll for Training and Election Poll Workers</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
(A)	Payroll for Early Voting Employees		\$6,628.00	\$6,628.00	
	Payroll for Election Day Employees		\$955.00	\$955.00	
<b>Total Payroll Charges</b>				<b>\$7,583.00</b>	
6.07	<b>Payroll for Staff Overtime</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
(B)	Payroll for Early Voting and Election Day Staff Employees		\$2,540.10	\$2,540.10	
<b>Total Payroll Charges</b>				<b>\$2,540.10</b>	
6.08	<b>Payroll for Ballot Board</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Ballot Board	\$250.00	1	\$250.00	
<b>Total Ballot Board Charges</b>				<b>\$250.00</b>	
6.10	<b>Insurance</b>	<b>Hourly rate</b>	<b>Hours wk</b>	<b>%</b>	<b>Total</b>
	Liability insurance for Early Voting Supervisors ( 1 )	\$ 14.00	106.5	0.0021	\$3.13
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Early Voting Clerks ( 4 )	\$ 12.00	426	0.0021	\$10.74
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Presiding Judges ( 1 )	\$ 14.00	15	0.0021	\$0.44
	(hourly rate X hrs worked X .0021)				
	Liability insurance for Election Day Alternate/ Clerks ( 4 )	\$ 12.00	60	0.0021	\$1.51
	(hourly rate X hrs worked X .0021)				
<b>Total Insurance Charges</b>					<b>\$15.82</b>
6.11	<b>Cell Phones</b>	<b>Price</b>	<b>Quantity</b>	<b>Total</b>	
	Verizon Wireless phone (subject to change with out notice) (7)	\$630.00	1	\$630.00	
<b>Total Cell Phone Charges</b>				<b>\$630.00</b>	
6.12				<b>Subtotal</b>	
				<b>\$33,970.71</b>	
				<b>Administrative Fees (10%)</b>	
				<b>\$3,397.07</b>	
<b>ESTIMATED GRAND TOTAL</b>				<b>\$37,367.78</b>	