

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS OFFICER OF VAL VERDE COUNTY, TEXAS ("Contracting Officer") and the SAN FELIPE DEL RIO CISDOF DEL RIO, TEXAS (the "SAN FELIPE DEL RIO CISD") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the SAN FELIPE DEL RIO CISD expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the SAN FELIPE DEL RIO CISD desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the SAN FELIPE DEL RIO CISD desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the SAN FELIPE DEL RIO CONSOLIDATED CISD. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B.** The Contracting Officer is hereby appointed to serve as the SAN FELIPE DEL RIO CONSOLIDATED CISD's Election Officer and Early Voting Clerk to conduct the Election for those areas of the SAN FELIPE DEL RIO CISD located in Val Verde County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C.** The SAN FELIPE DEL RIO CISD agrees to commit the funds necessary to pay for election-related expenses for the SAN FELIPE DEL RIO CONSOLIDATED CISD's election.
- D.** The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of SAN FELIPE DEL RIO CONSOLIDATED CISDs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The SAN FELIPE DEL RIO CISD agrees to enter into a joint election agreement required by Val Verde County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. *Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.
- B. *Notification to SAN FELIPE DEL RIO CONSOLIDATED CISD.*** The Contracting Officer shall provide the SAN FELIPE DEL RIO CISD with the most up-to-date list of presiding and alternate judges three weeks before Election Day. SAN FELIPE DEL RIO CISD acknowledges that the information provided may not be final or complete.
- C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.***
1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
 2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.
- D. *Election Training.*** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.
- E. *Logic and Accuracy Testing.*** In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- F. *Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for the electronic poll books, and all consumable-type office supplies necessary to hold an election.
- G. *Registered Voter List.*** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. *Notice at Previous Polling Place.*** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location.

- I. **Election Equipment.** The Contracting Officer shall prepare and distribute voting system components for the election. Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer shall coordinate and contract for ballot preparation based on information provided by the SAN FELIPE DEL RIO CONSOLIDATED CISD, and the English and Spanish translation of any propositions. The Contracting Officer will notify the SAN FELIPE DEL RIO CISD and the SAN FELIPE DEL RIO CISD shall be responsible for the cost of such programming. The Contracting Officer shall provide sufficient time to the SAN FELIPE DEL RIO CISD to review the ballot before it is finalized.
- K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.
 - 1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 - 2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
 - 3. The Contracting Officer shall receive mail ballot applications on behalf of the SAN FELIPE DEL RIO CONSOLIDATED CISD. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located in the Val Verde County Courthouse located at 400 Pecan Street, 1st Floor, Del Rio, TX. Applications for mail ballots erroneously sent to the SAN FELIPE DEL RIO CISD shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
 - 4. Early voting ballots shall be secured and maintained at the Elections Office, located in the Val Verde County Courthouse located at 400 Pecan Street, 1st Floor, Del Rio, TX. in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
- L. **Election Day Polling Locations.** The Election Day polling locations are determined by the Contracting Officer and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- M. **Election Day Activities.**
 - 1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
 - 2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
- N. Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the SAN FELIPE DEL RIO CISD via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to others as necessary for the election.
- O. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the SAN FELIPE DEL RIO CONSOLIDATED CISD. The reports will serve as the canvass materials for the SAN FELIPE DEL RIO CONSOLIDATED CISD.
- Q. Custodian of Election Records.** The election records will be submitted to the SAN FELIPE DEL RIO CISD except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the DS450, DS200's, Express Vote and poll pads.
- R. Recount.**
1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
 2. The SAN FELIPE DEL RIO CISD shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the SAN FELIPE DEL RIO CISD shall discuss how such recount is to be conducted. The SAN FELIPE DEL RIO CISD shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

- S. ***Schedule for Performance of Services.*** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.
- T. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the entity to the Contracting Officer or directly to the claimants upon presentment of invoices.

III. **RESPONSIBILITIES OF THE SAN FELIPE DEL RIO CONSOLIDATED CISD.** The SAN FELIPE DEL RIO CISD shall perform the following responsibilities:

- A. ***Applications for Mail Ballots.*** The SAN FELIPE DEL RIO CISD shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the SAN FELIPE DEL RIO CISD shall deliver or send by mail the original mail ballot applications to the Contracting Officer.
- B. ***Election Orders, Election Notices, and Canvass.*** The SAN FELIPE DEL RIO CISD shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the SAN FELIPE DEL RIO CISD necessary to the conduct of the election. The SAN FELIPE DEL RIO CISD shall be responsible for conducting the official canvass of the election.
- C. ***Map/ Annexations.*** The SAN FELIPE DEL RIO CISD shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any changes.
- D. ***Ballot Information.*** The SAN FELIPE DEL RIO CISD shall prepare the text for the SAN FELIPE DEL RIO CONSOLIDATED CISD's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of candidates or propositions showing the order and the exact manner in which the candidates or propositions are to appear on the ballot. The SAN FELIPE DEL RIO CISD shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.
- E. ***Precinct Reports to the Texas Secretary of State.*** Based on information provided by the Contracting Officer, the SAN FELIPE DEL RIO CISD shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. ***Annual Voting Report.*** The SAN FELIPE DEL RIO CISD shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code. The Contracting Officer may assist with this report.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Number of Election Workers at Election Day Polling Locations.* It is agreed by the Contracting Officer and the SAN FELIPE DEL RIO CISD that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. *Compensation for Election Workers.* The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Val Verde County Commissioners Court for county elections. The Contracting Officer shall present for payment all election workers' claims by way of a spreadsheet. The SAN FELIPE DEL RIO CISD will issue checks to election workers and provide them to the Contracting Officer. The Contracting Officer will distribute payment to the election workers and secure proof of payment along with any required W-9 forms for the SAN FELIPE DEL RIO CONSOLIDATED CISD.

V. PAYMENT

A. *Charges and Distribution of Costs.* In consideration of any joint election services provided by the Contracting Officer, the SAN FELIPE DEL RIO CISD will be charged a share of election costs and an administrative fee. The costs distribution will be set forth in the Contracting Officer's final invoice.

B. *Administrative Fee.* The Contracting Officer shall charge a fee equal to 10% of the SAN FELIPE DEL RIO CONSOLIDATED CISD's share of the cost of the election or a minimum of \$75.00.

C. *Equipment Rental Fee.* Per Section 123.032(d) of the Texas Election Code, the equipment rental fee will not exceed \$3,000.00.

D. *Payment.* The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 45 days from the date of receipt by the SAN FELIPE DEL RIO CONSOLIDATED CISD.

E. *Payment Due at Contract Execution.* Upon the acceptance and execution of the CONTRACT FOR ELECTION SERVICES, a \$5,000.00 deposit will be due and payable to the Contracting Officer.

VI. TERM AND TERMINATION

A. *Initial Term.* The initial term of this Contract shall commence upon the party's execution hereof and shall continue thereafter in full force and effect until the 30th day of June 2022 and/or until the canvassing and reporting is complete.

B. *Renewal.* Subject to the termination rights set forth herein, this Contract shall not automatically renew.

- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 2. The officers who conduct the official canvass of the election returns;
 3. The authority to serve as custodian of voted ballots or other election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the SAN FELIPE DEL RIO CISD cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$500.00. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the SAN FELIPE DEL RIO CISD shall make payment therefore in a manner similar to that set forth in V. PAYMENT above.
- C. **Run-off Election.** The terms of this contract will also cover conduct and oversight of any runoff election conducted by the SAN FELIPE DEL RIO CONSOLIDATED CISD.
- D. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file a copy of this Contract with the County Treasurer and/or the County Auditor of Val Verde County, Texas.
- E. **The Contracting Officer** is the agent of the Party for the 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 SAN FELIPE DEL RIO CONSOLIDATED CISD's failure to pay a claim.
- F. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:
1. The SAN FELIPE DEL RIO CISD and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 2. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

3. The cost of the election will be borne by the SAN FELIPE DEL RIO CONSOLIDATED CISD; the Contracting Officer will work with the SAN FELIPE DEL RIO CISD on cost management.

G. **Amendment/ Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the SAN FELIPE DEL RIO CONSOLIDATED CISD may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the SAN FELIPE DEL RIO CISD or its authorized agent, respectively.

H. **Severability.** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

I. **Representatives.** For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the SAN FELIPE DEL RIO CISD designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

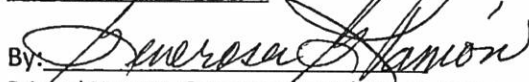
Generosa (Janie) Gracia-Ramon
P.O. Box 1267
Del Rio, Texas 78841-1267

For the SAN FELIPE DEL RIO CISD:

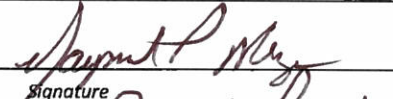
Sandra Hernandez
P.O. Drawer 428002
Del Rio, Texas 78842

WITNESS BY MY HAND THIS THE 7th DAY OF MARCH, 20 22.

CONTRACTING OFFICER:

By: 
Printed Names: Generosa (Janie) Gracia-Ramon
Val Verde County Clerk/Elections Officer

SAN FELIPE DEL RIO CISD OF DEL RIO BOARD OF TRUSTEES

By: 
Signature
Printed Name: Raymond P. Meza