



**Medina County Elections Department
1300 Ave. M, Room 108
Hondo, Texas 78861
830-741-6009**

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT, hereinafter referred to as the contract, is made by and between the City of Castroville, hereinafter referred to as the City, acting by and through, Debra Howe, City Secretary, and Medina County, hereinafter referred to as the County, acting by and through Lupe C. Torres, acting in the capacity of County Elections Administrator and duly authorized agent of Medina County, Texas, hereinafter referred to as County Elections Administrator, collectively and referred to as the parties, pursuant to the authority of Section 31.092 (a) of the Texas Election Code and Chapter 791 of the Texas Government Code, for the conduct and supervision of the City of Castroville 2025 Joint Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the City and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS:**

1. DUTIES AND SERVICES OF THE COUNTY ELECTIONS ADMINISTRATOR

The County Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the City of Castroville Joint Election outlined in this Contract.

The County Elections Administrator in connection with the holding and supervision of said Election shall assume the following responsibilities:

- 1.1 Arrange for notifications, including writ of Election, training and compensation for all presiding election judges and alternate judges.

The County Elections Administrator shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location. The County Elections Administrator shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments.

Election Judges and/or the alternate judges shall be responsible for supervising their clerks and the County Elections Administrator shall ensure their training for such supervisory duties.

The County Elections Administrator shall ensure that the election judges are provided with all required training and election supplies and materials at the time and place determined by the County Elections Administrator.

- 1.2 Arrange for the use and compensation of polling locations as set out in Attachment A.
- 1.3 Pay cost of election judges and clerks: Each election judge will receive \$14.00; Alternate Judge \$13.50 and clerk(s) will receive \$13.00 per hour plus overtime. Each election judge or designated clerk will receive an additional \$25.00 for delivery of election returns and supplies to the County Elections Administrator after the polls close. Elections judges and clerks will receive their normal hourly rate for attending the election school operated by the County Elections Administrator.
- 1.4 Procure, prepare, proof and distribute sample ballots and ballots, including responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code.
- 1.5 Procure, prepare, and distribute election judge kits from any third-party vendor, if applicable.
- 1.6 Prepare the list of registered voters and any copies to be used in conducting the election at no cost.
- 1.7 Provide and publish at no costs all required legal notices of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- 1.8 Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed in Attachment A.
- 1.9 Receive mail ballot applications on behalf of the city. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the City will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing.

- 1.10 Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.
- 1.11 Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the City agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.
- 1.12 Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- 1.13 Prepare the unofficial tabulation report after all precincts that have been counted, and provide a copy of the report to the city agent as soon as possible after all returns have been tabulated. The city will be responsible for the official canvass of the election.
- 1.14 Provide at no cost for the storage of election records as provided by law.
- 1.15 Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the city is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The City shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

II. DUTIES AND SERVICES OF CITY OF CASTROVILLE.

The City, in connection with the holding and supervision of the said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- 2.1 Prepare election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- 2.2 Post and publish election notices in accordance with the applicable law. Final notices will be published and posted no later than the 60th day before Election Day.
- 2.3 Receive and process all candidate applications in accordance with Section 141.031 et seq. of the Texas Election Code. Deliver to the County Election Administrator as soon as possible the official wording, as well as translation for the city that is to be printed on the ballot with the exact forms, candidate order, wording and spelling that is to be used.

- 2.4 Payment of all amounts due to the County under the terms and conditions of this Contract. Pay an additional actual cost incurred by the County Elections Department if a recount for the election is required, or the election is contested in any manner.

III. PAYMENT FOR SERVICES

- 3.1 As required by Texas Election Code Section 31.100, the estimated allocated cost for the services set out herein is attached hereto as Attachment B and incorporated for all purposes herein. After the date of the City Election and completion of all duties required by the County Elections Administrator under this contract, the County Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees and bill the city. The City shall be responsible for paying this net amount within 60 days from the date of the billing.
- 3.2 It is agreed that pricing for the election will vary from year to year due to the following: dependent upon the positions up for election, projected number of voters, as well as services requested by City to be performed by the County.

IV. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

V. AMENDMENT AND SERVARABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the City and Medina County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions 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 provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION AND POLLING PLACES SET OUT IN ATTACHMENT A AND B

The Estimated Costs of Election attached to this Agreement as Attachment B may be modified as necessary, upon agreement entirely between Medina County and the City of Castroville. Changes to polling locations, dates and times as set out in Attachment A may be modified as necessary, upon agreement entirely between the County and the City. Signatures of the County Elections Administrator and the City Secretary of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth below.

APPROVED THIS _____ DAY OF _____, 2025

BY:

Lupe C. Torres
Elections Administrator

Date

BY:

Debra Howe
City of Castroville, City Secretary

Date

ATTACHMENT A

VOTING LOCATIONS AND TIME PERIODS ATTACHMENT A

EARLY VOTING

Early Voting is scheduled for Tuesday April 22, 2024, through April 29, 2025.

TIME PERIOD

Tuesday, April 22, Wednesday, April 23, Thursday, April 24, Friday, April 25, 2025. Monday, April 28, and Tuesday, April 29, 2025. Early voting will take place from 8:00 AM — 5:00 PM.

Saturday, April 26, 2025, Early voting from 9:00 AM — 2:00 PM.

LOCATION

Medina County Pct. 2, Annex Building
8366 FM 471 S
Castroville, Texas 78009

Voting By Mail

Name and address of Early Voting Clerk responsible for requests for ballots by mail

Lupe C. Torres
Elections Administrator
1300 Ave. M, Room 108
Hondo, Texas 78861
lupe.torres@medinatx.org

Election Day Voting Locations, Date and Time

LOCATION

Names and addresses of Early Voting polling locations:

Medina County Pct. 2, Annex Building
8366 FM 471 S
Castroville, Texas 78009

DATE & HOURS

May 3, 2025, from 7:00 AM —7:00 PM

The estimated total cost for the City of Castroville will be **\$8,500.00**

However, if the City of Castroville cancels their election, the City of Castroville will be responsible for the cost of the Administrative Fee (10%).