



Brownsville Independent School District

Agenda Category: Contract Board of Education Meeting: 08/18/2025

Item Title: Approval of the Elections Contract X Action
Between Brownsville I.S.D. and the Information
Cameron County Elections Office Discussion

BACKGROUND:

The Brownsville Independent School District will hold a School Trustee Special Bond Election on Tuesday, November 5, 2025 in 45 county voting precincts and proposes to open 27 election day polling locations on Election Day. The Cameron County Elections Administrator will serve as Administrator for the B.I.S.D. Election. The Cameron County Election Office agrees to coordinate, supervise, and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The estimated costs of the election are \$209,194.70. An initial 60% (\$125,516.82) deposit is due upon approval of signing contract. The remaining 40% (83,677.88) is due 30 days after final invoice is mailed to the District. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in the contract. No funds will be expended by Cameron County except for supplies and services outlined in the contract or except as may be agreed to, in writing, by the District and County.

FISCAL IMPLICATIONS:

Budget Local Funds: Estimated at \$209,194.70

RECOMMENDATION:

Recommend approval to contract with Cameron County Elections Office and to pay 60% deposit for estimated costs of election services for a joint Election to be held on Tuesday, November 4, 2025 and to authorize the Superintendent to sign the contract. Estimated at \$209,194.70.

Approved for Submission to Board of Education:

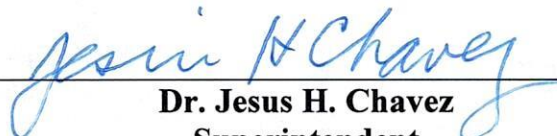
Dr. Jesus H. Chavez

Submitted by: Superintendent

Miguel Salinas

Recommended by: Staff Attorney

Approved by: Superintendent


Dr. Jesus H. Chavez
Superintendent

When Necessary, Additional Background May Follow This.

THE STATE OF TEXAS

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Contract No.

COUNTY OF CAMERON

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THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT CONTRACT FOR ELECTION SERVICES

FOR A JOINT ELECTION TO BE HELD WITH CAMERON COUNTY ON TUESDAY,
NOVEMBER 4, 2025, TO BE ADMINISTERED BY THE CAMERON COUNTY
ELECTIONS DEPARTMENT

I. JURISDICTION

The Brownsville Independent School District (the Participating Authority) has called an election for November 4, 2025 in forty-five (45) county election precinct(s) and proposes to open twenty-seven (27) Election Day polling location.

II. ADMINISTRATION

Cameron County agrees to coordinate, supervise and handle all aspects of administering the election as a joint election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The Participating Authority agrees to pay Cameron County for equipment, supplies, services and administrative costs as outlined in this agreement. The Cameron County Elections Administrator will serve as administrator for the Election; however, the Participating Authority remains responsible for the lawful conduct of their elections and for the notice to their electorate of any changes in single-member district boundaries from previous elections.

III. LEGAL DOCUMENTS

The Participating Authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their pertaining governing bodies.

Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of the Participating Authority. The Participating Authority will provide a copy of their election notices to the County Elections Administrator.

IV. VOTING LOCATIONS

The County Commissioners' Court will select and arrange for the use of and payment for all voting locations. Voting locations will be, whenever possible, the usual voting locations for the precincts or Countywide Polling Places. The proposed voting locations are listed in Attachment "A", which is attached hereto and incorporated by reference as if fully set forth herein. In the event a voting location is not available, the Elections Administrator will arrange for the use of an alternate location with the approval of the Participating Authority. The Elections Administrator will notify the Participating Authority of any changes from the locations listed in Attachment A.

The Elections Administrator may send the Participating Authority a final version of Attachment A which reflects the actual locations to be used on the day of the election if changes become necessary.

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The Cameron County Commissioners' Court will be responsible for the appointment of the presiding judge and alternate for each polling location under the advisement of each Participating Authority. The Election Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "B", which is attached hereto and incorporated by reference as if fully set forth herein. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct.

The Elections Administrator will send the Participating Authority an updated version of Attachment "B", which reflects the names of judges who were sent the letter requesting services for this election, and a final version of Attachment "B" which reflects the names of the judges who actually presided on the day of the election.

The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting services for this election.)

For Election Day staffing of the Polling Locations, the presiding judge will receive up to \$17.00 per hour, alternate judge up to \$16.00 per hour and the election clerks up to \$15.00 per hour (for a maximum of 16 hours). The election workers will receive compensation for attending the election training session and \$40.00 for delivery of ballots and supplies to the designated sites after the polls close.

The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day.

VI. EQUIPMENT SUPPLIES AND PRINTING

The Elections Department will arrange for the delivery of programmed and tested equipment to the voting locations. The Participating Authority will provide current district maps. The Elections Administrator will instruct the election judges in the reporting precincts that may have more than one ballot style on the procedures to properly conduct the election.

The Participating Authority will furnish the Elections Administrator a list of candidates and or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after the Participating Authority has determined ballot positions. The Participating Authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

Remi Garza, Elections Administrator, will be appointed as early voting clerk in compliance with Section 31.097 of the Texas Election Code. Deputy early voting clerks will be appointed as needed to conduct early voting at the main and branch locations. Each early voting supervisor will receive up to \$17.00 per hour and the clerks up to \$15.00 per hour. The early voting supervisor and the clerks will receive compensation for attending the election training session and \$30.00 for delivery of election supplies to the designated sites.

Early Voting by personal appearance will be conducted each weekday from Monday, October 20, 2025 through Friday, October 31, 2025, and on the intervening weekend(s) depending on location. Please see locations, dates and hours of operation listed for each location in Attachment C:

Persons voting by mail will send their request and voted ballots to: Cameron County Elections Department
P. O. Box 3587
Brownsville, Texas 78523.

All ballots voted by mail will be prepared for counting by an early voting ballot board appointed in accordance with Section 87.001 of the Texas Election Code.

The Participating Authority agrees to appoint Laura Lee Ortiz as presiding judge of the Early Voting Ballot Board. A list of members will be furnished to the Participating Authority. The Early Voting Ballot Board will convene as the Late Ballot Board to consider properly postmarked overseas military ballots to be delivered, corrected ballots by mail and any provisional ballots cast.

VIII. RETURNS OF ELECTIONS

The Elections Department will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following Central Counting Station officials:

Manager	Remi Garza, County Elections Administrator
Presiding Judge	Deborah Sloss
Tabulating Supervisor	Mary Vasquez

The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the participating authorities, the press, and general public. Cameron County will operate an election result center (Central Count) to release election results at the County Courthouse, Central Jury Room, 974 East Harrison, Brownsville, Texas. The Participating Authority, upon request, may require release of returns be given only at a specified location other than from the result center.

The Cameron County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. Each participant will be responsible for the official canvass of their elections.

IX. ELECTION EXPENSES

A general administrative fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100.

Final election expenses will be determined within 90 days after the election. The Elections Administrator will provide each Participating Authority a final accounting in writing of all funds deposited into their account and an accounting of all payments from each Participating Authority's account.

If additional funds are needed, the Elections Administrator will bill each Participating Authority in accordance with the expense formula previously agreed to by the Participating Authority. Any amount remaining will be refunded accordingly to each Participating Authority.

In the event of cancellation of this election, the Elections Administrator may assess charges for costs incurred and services rendered in preparation for the election.

X. DEPOSIT OF FUNDS

The Participating Authority agrees to deposit with the Cameron County Elections Administrator, by no later than October 10, 2025, a sum equal to 60% of the total estimated cost (Attachment D) of election expenses to be paid to Cameron County as administrator of the election. The final payment to be paid within 30 days after receipt of the summary of final cost submitted to the Participating Authority by the Office of the Elections Administrator. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Cameron County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by the Participating Authority.

The estimated cost is \$ 209,194.70. The amount to be deposited is \$ 125,516.82. Deposits should be delivered to:

Remi Garza
County Elections Administrator
1050 E. Madison St.
P. O. Box 3587
Brownsville, Texas 78520

XI. RECORDS OF THE ELECTION

Remi Garza, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each Participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 954 E. Harrison, Brownsville, Texas, at any time during normal business hours. The Elections Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the Election Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any Participating Authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a Participating Authority.

XII. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Elections Administrator will provide participants in the runoff election with an estimate of funds to be deposited in a runoff election account. The funds must be deposited no later than seven (7) days after the runoff estimate figures are received from the Elections Administrator.

XIII. CONTRACT WITHDRAWAL

The participants may withdraw from the election contract in accordance with Sections 2.051, 2.052 and 2.053 of the Texas Election Code. Any expenditure incurred prior to withdrawal shall be billed separately and shall be removed from the contract (see also Section IX of this contract).

XIII. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Remi Garza
County Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523

Patricia C. Perez
Board of Trustees
Executive Assistant
Brownsville Independent School District
School District
1900 East Price Rd. #307
Brownsville, Texas 78521

Executed on this _____ day of _____, 2025.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON

Eddie Treviño Jr.
County Judge

Date

ACCEPTED AND AGREED TO BY
Brownsville Independent School District

Dr. Jesus H. Chavez
Superintendent

Date

ATTEST:

Date



REPORT OF CONTRACTED EXPENSES FOR THE
COUNTY ELECTIONS SERVICE CONTRACTS

ELECTIONS SERVICES FOR November 4, 2025 ELECTION
COUNTY, CAMERON, TEXAS, CONTRACTING BISD

ELECTION

RUNOFF

RECOUNT

☒ ESTIMATE

☐ ESTIMATE

☐ ESTIMATE

☐ FINAL COST

☐ FINAL COST

☐ FINAL COST

SECTION A

SECTION A		
A1 TAB 1	Letter from Administrator, Report of Contracted Expenses, Deposit	
A2 TAB 2	Jurisdiction voter turnout	
A3 TAB 3	Number of election day polling places (excluding early voting)	27
A4 TAB 4	Number of early voting stations	8
A5 TAB 5	Number of Ballots (include early voting ballots; do not include sample/test ballots)	
A6 TAB 6	Number of Poll Workers	318

SECTION B

B1 TAB 7	Personnel-Overtime, Extra Help, Additional Extra Help, IT Technical Support, Security, Early Voting, Election Day, Trainings, Delivery, Ballot Boards, Central Count, Phone Banking (6004, 6005, 6006, 6007, 6008, 6011, 6012)	\$ 93,500.00
B2 TAB 8	Election Supplies (6014, 4607)	\$ 19,000.00
B3 TAB 9	Transportation of Voting equipment, supplies and mileage (6016, 6050)	\$ 3,000.00
B4 TAB 10	Professional Services (6045)	\$ 3,000.00
B5 TAB 11	Network Communications & Mobile Phones (6048, 6047)	\$ 7,000.00
B6 TAB 12	Postage (6049)	\$ 1,500.00
B7 TAB 13	Advertising (6054)	\$ 5,000.00
B8 TAB 14	Printing & Binding (Ballots Only 6055)	\$ 9,500.00
B9 TAB 15	Real Estate & Equipment Rental (6068, 6069)	\$ 6,000.00
B10 TAB 16	Rental of County owned equipment per unit or electronic voting system equipment installed at the polling locations and central Counting station (DS200, DS450 and Automarks (4607)	\$ 36,177.00
B11 TAB 17	Data Processing (6077)	\$ 5,000.00
B12 TAB 18	Miscellaneous (any expenses legally necessary for the conduct of the election which cannot be reported elsewhere in the report)(6014,6025, 6033)	\$ 1,500.00

SECTION B CONTINUED

Total Cost of Contracted Expenses	\$ <u>190,177.00</u>
County Election Services Contract Admin Fee (up to the total contracted expenses)	\$ <u>19,017.70</u>
Total Cost of Contracted Election	\$ <u>209,194.70</u>
Applied Deposit	\$ <u>0.00</u>
Final Amount Due	\$ <u>209,194.70</u>

I, **Remi Garza**, Elections Administrator, Hereby Certify that the cost on this invoice are true and correct representation of the actual expenses directly attributable to the election services provided to Cameron County, Texas **BISD** contracting entity and the 10% general supervision fee consistent with Section 31.100, Texas Election


Remi Garza
County Elections Administrator

07/21/25

Date



REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

July 9, 2025


House Bill 2524, SOS Election Advisory No. 2009-14
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81st Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.


Remi Garza, Elections Administrator

7/29/25
Date