

**2024 Election Services Agreement**  
**Between**  
**City of Kingsville, TX**  
**And**  
**Kleberg County Clerk**

This AGREEMENT is made and entered into by and between the City of Kingsville (City) and the Kleberg County Clerk for the leasing and supervision of the Election System & Software Corp. (ES&S) DS200 Election Equipment and providing services associated with the Election Reporting Manager/Central Counting Station and the tabulation of ballots for the General Election and any run-off elections of the City of Kingsville.

This AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. ADMINISTRATION**

Under the legislative Help America Vote Act (HAVA) compliancy requirement for Texas School and City elections, ES&S has set standard requirements implementing new procedures. Kleberg County having ownership of the HAVA required voting machines, ES&S has requested that when under contract with other county jurisdictions Kleberg County coordinate all of the City of Kingsville elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Staff designee are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to lease equipment for the election and tabulate the election with the Central Counting Station aka Election Reporting Manager located in the Kleberg County Clerk's office and by the provisions of the Texas Election Code and as outlined in this agreement. The City of Kingsville agrees to pay ES&S for all costs associated with this election including supplies, programming, and ballot production costs, and to pay the Kleberg County Clerk for the lease of equipment, services, administrative fees, and other costs. Kleberg County Clerk and staff will only serve as administrators for the Central Counting Station and the supervision of the ES&S DS200, AutoMark, and KnowInk Poll Pads; however, the City of Kingsville remains responsible for the lawful conduct of its election.

**II. LEGAL DOCUMENTS**

The City of Kingsville will provide copies of pertinent orders and/or resolutions to the Kleberg County Clerk. The City of Kingsville will be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by their respective governing body.

**III. DIRECT RECORDING ELECTRONIC VOTING MACHINES**

Paper ballots are used as the primary way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into precinct electronic voting devices. The City of Kingsville agrees that voting will be by use of preprinted paper ballots. ES&S DS200 will be used for the tabulation of paper ballots. The system must be approved by the Secretary of State in accordance with the Texas Election Code.

Kleberg County Clerk will be responsible for the creation of the city's general election and run-off election on the Texas Election Administration Management System (TEAMS), entering

Application for Ballot by Mail (ABBM) information into TEAMS (date application was received, ballot mailed, and ballot received and/or rejected, etc.). Kleberg County Clerk shall post all city election notices provided by the City of Kingsville on the Kleberg County Clerk's website. The Kleberg County Clerk will be responsible for the ordering of ballots, programming of election equipment, hash validation process, and testing of election equipment.

The City of Kingsville and Kleberg County Clerk will be responsible for the delivery of the voting equipment to each polling place a day before Election Day and the pickup of the voting equipment on the next business day after Election Day.

#### IV. VOTING LOCATIONS

The City of Kingsville will solely select and arrange for the use of and payment for all voting locations.

#### V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The City of Kingsville will solely be responsible for the appointment of the presiding judge and alternate for each polling location. The City of Kingsville shall arrange for the training and compensation of all presiding judges and clerks.

The City of Kingsville will solely be responsible for the preparation of all election supplies and delivery of such supplies to its election at the time and place determined by the City of Kingsville.

#### VI. RETURNS OF ELECTIONS

Kleberg County Clerk 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 this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager:	<u>Salvador "Sonny" Barrera, III or designee</u> Kleberg County Clerk/Staff Deputy
Tabulating Supervisor:	<u>Salvador "Sonny" Barrera, III or designee</u> Kleberg County Clerk/Staff Deputy
Presiding Judge:	<u>Mary Valenzuela or designee</u> City of Kingsville Secretary or designee

The manager or his/her representative will deliver timely cumulative reports of the election results as polling locations are tabulated. The manager will be responsible for releasing cumulative totals and polling location returns from the election to the Presiding Judge appointed by the City of Kingsville.

Kleberg County Clerk will prepare the unofficial canvass report after all polling locations have been counted and will provide a copy of the unofficial canvass to the City of Kingsville as soon as possible after all returns have been tabulated, but not later than 10:00 a.m. the 3<sup>rd</sup> day following the election. The City of Kingsville will be responsible for the official canvass of their election.

## VII. ELECTION EXPENSES

Costs incurred for paper ballots and programming will be paid to ES&S by the City of Kingsville. The Kleberg County Commissioners Court set the leasing fee of the ES&S DS200 and AutoMark voting equipment at \$250 per machine for leasing to any and other county jurisdictions. The City of Kingsville shall pay to Kleberg County Clerk the rental fee set forth for voting equipment. The City of Kingsville agrees to pay the Kleberg County Clerk an administrative fee not to exceed ten percent (10%) of the total amount of the contract, as allowed by Texas Election Code, Section 31.100(d).

- a. KnowInk Poll Pad Non-Maintenance Cost: Any non-maintenance repairs are to be paid by the other jurisdiction(s) that damaged the Poll Pad.
- b. Pad Locks: Pad Locks and Keys will be provided to secure the ballot box. Pad Locks and/or Keys lost are to be replaced by the jurisdiction(s) that misplaced them.

## VIII. PAYMENT OF FUNDS

The City of Kingsville agrees to pay the Kleberg County Clerk's office within thirty (30) days of receipt of the final statement from the Kleberg County Clerk. The Kleberg County Clerk agrees to provide copies of all invoices to the City of Kingsville.

Final payment should be mailed within the mandatory time frame to:

Salvador "Sonny" Barrera, III  
County Clerk  
Kleberg County  
P.O. Box 1327  
Kingsville, Texas 78364

## IX. CONTRACT WITHDRAWAL

If the City of Kingsville certifies its election by Sections 2.051, 2.052, and 2.053 of the Texas Election Code, it may withdraw from this contract. Any share of their expenditure incurred before withdrawal shall be billed to the City of Kingsville.

## X. 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. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is received by the receiving party via certified mail - return receipt requested, facsimile, or hand-delivery with signature confirmation of receipt by an authorized employee of the receiving party. The parties to this contract are as follows:

Kleberg County Clerk's Office:  
Salvador "Sonny" Barrera, III County Clerk  
P.O. Box 1327  
Kingsville, Texas 78364  
361.595.8548

City of Kingsville:  
Mary Valenzuela, City Secretary  
P.O. Box 1458  
Kingsville, Texas 78364  
361.595.8002

**ACCEPTED AND AGREED TO BY THE CITY OF KINGSVILLE:**

**APPROVED:**



Mark M. McLaughlin, City Manager  
City of Kingsville

**ATTEST:**



Mary Valenzuela, City Secretary  
City of Kingsville


**ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:**

**APPROVED:**



Salvador "Sonny" Barrera, III Kleberg County Clerk

**ATTEST:**



Delma Trevino, Chief Deputy