

**2024 Election Services Agreement**  
**Between**  
**Kingsville ISD**  
**And**  
**Kleberg County Clerk**

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

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 Kingsville ISD 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. Kingsville ISD 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, Kingsville ISD remains responsible for the lawful conduct of its election.

II. LEGAL DOCUMENTS

Kingsville ISD will provide copies of pertinent orders and/or resolutions to the Kleberg County Clerk. Kingsville ISD 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. Kingsville ISD 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.

The Kleberg County Clerk will be responsible for the creation of the District's general 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..). The Kleberg County Clerk shall post all District election notices provided by Kingsville ISD on the Kleberg County Clerk's website. The Kleberg County Clerk will be responsible for the programming of election equipment, hash validation process, and testing of election equipment.

Kingsville ISD will be responsible for the pick-up and delivery of the voting equipment to each polling place a day before Election Day. Kingsville ISD will be responsible for the return of the voting equipment on the next business day after Election Day.

Kleberg County will be responsible for providing technical support during early voting, election day, and any required recount of votes for this election. If repairs of the voting equipment are needed during early voting or election day, Kleberg County will provide Kingsville ISD with the necessary repairs. If a repair is not possible, Kleberg County will replace the machine as soon as possible.

#### IV. VOTING LOCATIONS

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

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

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

Kingsville ISD 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 Kingsville ISD.

#### 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 Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

VIII. PAYMENT OF FUNDS

Kingsville ISD agrees to pay the Kleberg County Clerk within thirty (30) days of receipt of the final bill from the Kleberg County Clerk.

Final payment should be delivered within the mandatory time frames to:

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

IX. CONTRACT WITHDRAWAL

If Kingsville ISD 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 Kingsville ISD.

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:

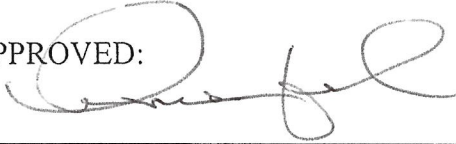
Kleberg County Clerk's Office:  
Salvador "Sonny" Barrera, County Clerk  
P.O. Box 1327  
Kingsville, Texas 78364  
361.595.8548

Kingsville ISD:  
Dr. Peter Pitts, CFO  
P.O. Box 871  
Kingsville, Texas 78364  
361.595.8653

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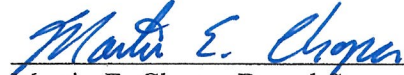
ACCEPTED AND AGREED TO BY KINGSVILLE ISD:

APPROVED:



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Brian Coufal, Board President  
Kingsville ISD

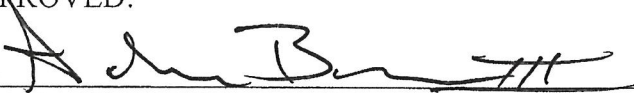
ATTEST:



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Martin E. Chapa, Board Secretary  
Kingsville ISD

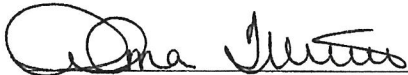
ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:

APPROVED:



\_\_\_\_\_  
Salvador "Sonny" Barrera, Kleberg County Clerk

ATTEST:



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Delma Trevino, Chief Deputy

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