

**2024 Joint Election Service Contract**  
**Between**  
**Riviera Independent School District**  
**And**  
**Kleberg County Clerk**

This AGREEMENT is made and entered into by and between Riviera Independent School District (RISD) and the Kleberg County Clerk for sharing costs associated with a joint election and the leasing of the precinct count optical scan tabulators (DS200) and Automark Voting Machines, the tabulation of ballots and the supervision of the Election System & Software, Corporation (ES&S) equipment in the Central Counting Station for the Riviera ISD 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, Election System & Software, Corporation Election System (ES&S) has set standard requirements implementing new procedures. Having ownership of the HAVA required voting machines, ES&S has requested that when under contract with other county jurisdictions that Kleberg County coordinate all of the City of Kingsville and Kleberg County school districts elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Chief Deputy are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to coordinate, supervise and handle all aspects of the joint election including tabulating the election with the Central Counting Station aka Election Reporting Manager (ERM) located in the Kleberg County Clerk's office and in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Riviera ISD agrees to pay their share of the joint election to the Kleberg County Clerk for the use of equipment, supplies, services, programming costs and administrative fees. Kleberg County Clerk and staff will only serve as administrator for early voting, Election Day and for the Central Counting Station; however, the Riviera ISD remains responsible for the lawful conduct of their election. The Kleberg County Clerk is the general custodian of election records for the joint election and shall maintain Local Schedule "EL" of the Texas State Library and Archives Commission.

**II. LEGAL DOCUMENTS**

Kleberg County Clerk will prepare a notice to be published and posted for all jurisdictions jointly based on the orders and/or resolutions required by each respective governing body. The Notice is to be published at least one time, not earlier than the 30th day or later than the 10th day prior to the date set for the election, in a newspaper

published of general circulation in the County.

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

(Kleberg County jurisdictions no longer need to seek preclearance for any new voting changes as of June 25, 2013 which the US Supreme Court held that it was unconstitutional.) If necessary, the Kleberg County Clerk will be responsible for making any submission(s) to the U.S. Department of Justice required by the Federal Voting Rights Act of 1965, as amended, with regards to the joint election with all three rural school districts at the same time. The Riviera ISD will provide to the Kleberg County Clerk a copy of any applicable issues required for submission which needs to be submitted to the U.S. Department of Justice 75 days before the Election Day.

### III. OPTICAL SCAN VOTING MACHINES

Paper ballots are used as the way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into optical scan tabulating voting devices. The Riviera ISD agrees that voting will be by use of paper ballots and precinct count optical scan voting system will be used for tabulation. The system was previously approved by the Secretary of State in accordance with the Texas Election Code.

The Kleberg County Clerk will be responsible for the preparation of the programming and testing of the precinct count optical scan tabulators for tabulating the ballots.

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

- a. Kleberg County will offer to use KnowInk Poll Pads to qualify voters by electronic means and will replace the manual method of using the yellow combination sheets and registered voter rosters.

### IV. VOTING LOCATIONS

The Kleberg County Clerk will solely select and arrange for the use of and payment for all voting locations. The Riviera ISD will reimburse Kleberg County for their share of voting locations.



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

Kleberg County Clerk will solely be responsible for the appointment of the presiding judge and alternate for each polling location. Kleberg County Clerk shall arrange for the training and compensation of all presiding judges and clerks. The Riviera ISD will reimburse Kleberg County for their share of judges and clerks' compensation.

The election judges are responsible for picking up election supplies at the time and place determined by the Kleberg County Clerk.

## VI. RETURNS OF ELECTIONS

The 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 of 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:	Salvador Sonny Barrera III <u>Kleberg County Clerk</u>
Tabulating Supervisor:	Delma Trevino/Clarissa Moreno <u>Kleberg County Clerk/Staff Deputy</u>
Riviera ISD:	<u>Tarah Dobson</u> Riviera ISD Superintendent or designee

The manager or his/hers 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 locations returns from the election to the Riviera ISD Superintendent or designee appointed by the Riviera ISD prior to distribution to the general public.

The 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 Riviera ISD 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 Riviera ISD will be responsible for the official canvass of their respective election.

## VII. ELECTION EXPENSES

The Kleberg County Commissioners Court set the leasing of the voting equipment, Precinct Count Optical scan tabulators (DS200) and Auto-marks to a cost at \$575 per

machine for leasing to any and all political subdivisions. The Riviera ISD shall pay to Kleberg County Clerk a shared rental fee set forth for voting equipment along with the costs incurred for paper ballots and programming cost and also in the event that election workers are needed to complete the job during early voting, election-day, and any required recount of votes for this election, together with an additional 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 final bill will be provided to the Riviera ISD as soon as all statements are collected from ES&S or within thirty (30) days following election-day.

#### VIII. PAYMENT OF FUNDS

Riviera 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 III  
Kleberg County Clerk  
PO Box 1327  
Kingsville, Texas 78364

#### IX. CONTRACT WITHDRAWAL

If the Riviera ISD certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, they may withdraw from this contract. Any share of their expenditures incurred prior to withdrawal shall be billed to the Riviera 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:

If to the County:  
Salvador Sonny Barrera III  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364  
361.595.8548 / 361.595.8549

If to the Riviera ISD:  
Ms. Tarrah Dobson  
Superintendent  
Riviera Independent School District

Riviera, TX 78379  
361.296.3101

RECOMMENDED FOR APPROVAL BY:

 Date 9-10-2024  
KLEBERG COUNTY CLERK

ACCEPTED AND AGREED TO BY THE RIVIERA INDEPENDENT SCHOOL DISTRICT

APPROVED:

 Date 9-9-2024  
SIGNATURE, TITLE

ATTEST:

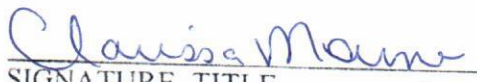
 Date 9-9-2024  
SIGNATURE, TITLE

ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK

APPROVED:

 Date 9-10-2024  
SIGNATURE, TITLE

ATTEST:

 Date 9-10-2024  
SIGNATURE, TITLE