

**ELECTION SERVICES CONTRACT  
BRACKETTVILLE INDEPENDENT SCHOOL DISTRICT  
AND KINNEY COUNTY, TEXAS**

This Election Services Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Brackett Independent School District (“School District”) and Kinney County (“the County”) by and through the Kinney County Election Officer, Rick Alvarado (“the Election Officer”) pursuant to Sec. 31.0091; Texas Election Code.

**1. RECITALS:**

Brackett ISD is a political subdivision with a jurisdiction that includes all of Kinney County of Brackettville, Texas. The Brackett Independent School District is holding an election on the 2<sup>nd</sup> day of May, 2026 for the purpose of School Board of Trustees.

**2. DUTIES AND SERVICES OF ELECTION OFFICER:**

The Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- a. Secure the county-designated early voting and election day polling places that meet the Federal laws governing handicap accessibility and Section 5 of the Voting Rights Act and arrange for their use for the school district’s election;
- b. Procure and distribute all election supplies, including but not limited to, the preparation, printing and distribution of ballots and sample ballots using ballot language and election documents provided by the School District;
- c. Secure election judges and clerks for Early Voting and Election Day voting;
- d. Order the lists of registered voters from the Voter Registrar to be used in conducting the election;
- e. Pay Early Voting and Election Day judges and clerks;
- f. Pay the judges in charge of delivering election night returns;
- g. Prepare Writs of Election to election officers, as required by law;
- h. Post within 48hours prior to testing of automatic tabulating equipment;
- i. Conduct early voting, in person and by mail for the school district;
- j. Tabulate the results of early voting and election night returns;
- k. Prepare and publish notices for Kinney County early voting and Election Day voting polling locations;
- l. Maintain webpage internet postings: update daily early voting roster, election day roster, election returns and all other internet posting notices require by section 87.121 & Section 65.016 of the election code.
- m. Except as otherwise set forth in Section 3, below, perform or supervise the performance of all the corresponding duties and functions for the school district’s election that the Election Officer would perform in connection with a countywide election ordered by a county authority;

- n. Provide general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the county who are responsible for holding the election; and
- o. Perform other incidental related services as may be necessary to conduct the election for the school district.

**3. DUTIES AND SERVICES OF THE SCHOOL DISTRICT:**

The School District shall:

- a. Prepare the Order Calling Election and Notice of Election for adoption or execution by the appropriate school officer or body, and take all actions necessary under law for calling the election, canvassing the returns and declaring the results;
- b. Accept applications or candidates for a place on the ballot for the School District's election;
- c. Schedule and conduct ballot drawing for candidates.
- d. Prepare and publish or post all required election notices as required by Section 4.003 of the Election Code;
- e. Deliver to the Election Officer the names of candidates that are to be printed on the ballot with the exact spelling that is to be used;
- f. Prepare any submission on voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- g. Reimburse the Election Officer for the cost of conducting said election in accordance with the estimated cost scheduled, within twenty days (20) from date of billing.

**4. COST OF SERVICES:**

The Election Officer shall pay the expenses it incurs in the performance of its duties and services set forth in Section 2, above. The school district shall reimburse the election officer for such expenses in accordance with Exhibit A, provided that the school district will reimburse the election officer only for actual expenses directly attributable to the election officer's performance of this contract. Pursuant to Exhibit A, the election officer has estimated the school district's share of expenses to be approximately \$2,000.00 and the school district agrees to deposit said sum to the county no later than the 15<sup>th</sup> day of April 2026. The election officer will submit the actual cost for items contracted pursuant to this contract with the school district as soon as practicable after the May 2, 2026, election. If the amount deposited with the county, exceeds the actual expenses, the amount of the difference shall be refunded to the school district.

**5. GENERAL PROVISIONS:**

The term "share of expenses" as used in this contract contemplates an even and equal sharing of the costs and expenses, and is expected to be one-half (1/2) to each (the City of Brackettville and the School District) unless Fort Clark Municipality Utility District joins in the election services contract, in which case the share of expenses for each party (the City of Brackettville, the School District and MUD) will be one-third (1/3), unless the City of Spofford joins in the election services contract, in which case the share of expenses for each party (the City of Brackettville,

the City of Spofford, School District and MUD) will be one-fourth (1/4) of the total cost of said election.

All voting precincts located in Kinney County, Texas, will be used. Unless Consolidation of Precincts is filed.

The school district and other entities joining in this May Election will have their own separate ballot.

The Election Officer and the County of Kinney shall have no liability to the school district for any cost incurred should the school district's election be overturned and a new election ordered for whatever reason beyond the County's control and responsibilities in this Election Service Contract.

The Election Officer shall file copies of this contract with the County Treasurer and the County Auditor of Kinney County, Texas.

Witness the following signatures:

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Paul Schuster, County Judge  
Kinney County, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brackett Independent School District

ATTACHMENT "A"  
TO  
ELECTION SERVICE CONTRACT

For the performance of duties and services:

- the costs and expenses of election supplies;
- use of voting machines and equipment;
- wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel;
- programming the ballot;
- programming media drives
- Election worker training
- logic and accuracy testing, and voting machines and equipment transportation.  
Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- Deposit of \$2,000.00 is required upon approval of this contract.

This estimate does NOT include the salary pay for the election judges, alternate judges and election clerks, members of the early voting ballot board, and central counting station personnel; an invoice will be sent after the May 2, 2026, General Election based upon the "share expenses" as defined above.