



Board Exhibit Cover Sheet

Meeting Date: January 25, 2021

Agenda Item/Exhibit Number: **II.B.**

Agenda Item Title: Approve Election Order for May 2021 Trustee Election

Cabinet Level Presenter(s): Dr. Shannon Allen

Additional Presenter(s): Sierra Fisher

Executive Summary: Board consideration and adoption of proposed Trustee Election Order to order the May 2021 election and address various election administration matters. There will be four trustee positions on the ballot as follows:

Single Member District 1 (4-year term)
Single Member District 2 (4-year term)
Single Member District 3 (4-year term)
Single Member District 5 (4-year term)

Recommendation: Approve the Election Order for the May 2021 Trustee Election

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A Policy

Reference (if applicable, list policy/regulation): BBB (Legal) and (Local)

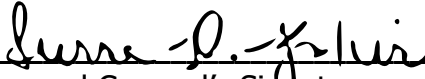
Legal Review (if necessary, list attorney and firm): Sierra Fisher, KBS Law

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date



General Counsel's Signature

Date

**ORDER OF TRUSTEE ELECTION FOR
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Beaumont Independent School District, (BISD”) Board of Trustees desires to order a trustee election on the uniform election date in May 2021 (the “Election”), under a joint election and services agreement with the City of Beaumont (the “City”), Jefferson County (the “County”), and other local governments in Jefferson County in accordance with Texas Education code Section 11.0581; and

WHEREAS, the Board of Trustees has the authority pursuant to Chapter 271, of the Texas Election Code to enter into joint election agreements with other political subdivisions in all or part of the District’s territory who are also holding elections on the same date; and

WHEREAS, in accordance with Texas Education Code section 39A.202 the Board of Trustees shall order an election of trustees in accordance with applicable provisions of law, provided that elected trustees do not assume any powers or duties after the election except as allowed by the Commissioner of Education pursuant to Texas Education Code section 39A.202 and 19 Texas Administrative Code section 97.1073. It is, therefore,

ORDERED by the Board of Trustees of the Beaumont Independent School District that:

Section 1: Trustee Election. An election is hereby ordered to be held on **Saturday, May 1, 2021**, during the hours prescribed by law (**7:00 a.m. to 7:00 p.m.**), within the Beaumont Independent School District, for the purpose of electing trustees in the following four (4) positions:

- Single-member District 1 (4-year term)
- Single-member District 2 (4-year term)
- Single-member District 3 (4-year term)
- Single-member District 5 (4-year term)

Section 2: Candidate Applications for Place on the Ballot. Applications for a place on the ballot shall be filed after **8:00 a.m., January 13, 2021** and on or before **5:00 p.m., February 12, 2021**.

Section 3: Voting Precincts, Polling Places, Election Judges, Alternates, Clerks and Other Election Officials. The boundaries and territory of the respective existing Jefferson County precincts, wholly or partially within the territorial boundaries of BISD, are hereby designated as the voting precincts of BISD for the Election. The precinct numbers for BISD’s election precincts shall be the corresponding Jefferson County election precinct number of each precinct, if any.

The Board hereby approves the appointment of persons designated by Ms. Carolyn Guidry, the Jefferson County Clerk, to serve as election workers, to serve on the Early Voting Ballot Board, and to serve at the Central Counting Station. Such proposed presiding judges and alternate judges

shall meet the eligibility requirements of Chapter 32, Subchapter C of the Texas Election Code. The rates of pay for such persons shall be determined by Jefferson County as shown in Election Services Contract between BISD and the County.

Section 4. Ballots. The ballots shall be suitable for use with an electronic voting system, and for the purposes of early voting by personal appearance and by mail, and shall otherwise conform to the requirements of the Texas Election Code as to permit the elections to vote for the candidate(s) of their choice.

Section 5. Early Voting. The Board appoints Ms. Carolyn Guidry, the Jefferson County Clerk, as the Joint Early Voting Clerk.

Early Voting by Personal Appearance: Early voting by personal appearance will be conducted at the early voting locations at the times noted below:

Locations

- Beaumont Courthouse-Main location, 1001 Pearl St., Beaumont, Texas
- Rogers Park Recreation Center, 6540 Gladys, Beaumont, Texas
- Theodore Johns Library, 4255 Fannett Rd., Beaumont, Texas
- John Paul Davis Community Center, 3580 E Lucas, Beaumont, Texas

Monday, April 19, 2021 – Friday, April 23, 2021	8:00 a.m. - 5:00 p.m.
Saturday, April 24, 2021	7:00 a.m. – 7:00 p.m.
Sunday, April 25, 2021	noon – 5 p.m.
Monday, April 26, 2019 – Tuesday, April 27, 2019	7:00 a.m. – 7:00 p.m.

Early Voting by Mail: Ballot applications shall be addressed to: Ms. Carolyn Guidry, Joint Early Voting Clerk, Jefferson County, P.O. Box 1151 Beaumont, Texas 77704.

The period to apply for a ballot by mail is January 1, 2021, through April 20, 2021. The application must be received by April 20, 2021 (postmarking alone is NOT sufficient).

For the use of those voters entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote(s) on the same ballots utilized for early voting by personal appearance at the Election.

Section 6. Delivery of Voted Ballots, Counting, Tabulation, Canvassing of Returns, and Declaring Results. The voted ballots shall be delivered, counted, and tabulated in accordance with the Texas Election Code. Ms. Carolyn Guidry, County Clerk, will make and deliver respective written returns of the Election. The Board will canvass the returns and declare the results of the Election.

Section 7. Appointment of Custodian of Records. To the extent not otherwise provided for in any joint election agreement or election services contract, the Board appoints Ms. Georgia Antoine, BISD Board Affairs, as the Custodian of Records (the “Custodian”) to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the 50th day before Election Day and ending not earlier than the 40th day after Election Day. In particular, the Custodian shall accept and maintain records regarding campaign expenditures that may be filed with BISD.

Section 8. Approval of the Appointment of Agent for BISD. The Board Secretary has appointed Ms. Georgia Antoine, BISD Board Affairs, as the Secretary’s agent (the “Agent”) to perform the duties of secretary related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the 50th day before Election Day and ending not earlier than the 40th day after Election Day. The Agent will maintain in her office the documents, records and other items relating to the election and will be the Agent designated to receive documents on behalf of BISD that are required by the Texas Election Code. The Agent will post notice of the location and hours of her office as required by the Texas Election Code.

Section 9. Notice of Election Publication and Posting.

Publication of Notice of Election: Notice of the Election shall be published one time in the English and Spanish languages, in a newspaper published within BISD’s territory at least ten (10) days before and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code.

Posting of Notice of Election: Notice of the Election shall also be posted in the English and Spanish languages on the bulletin board used by the Board to post notices of the Board’s meetings, and on the BISD’s website, no later than the twenty-first (21st) day before the Election.

Section 10. Authority of the Superintendent. The Superintendent shall have the authority to take, or cause to be taken, all actions reasonable and necessary to ensure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed.

Section 11. Preamble Incorporation. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 12. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

Section 13. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 15. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the BISD's administrative offices for at least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by BISD in connection with providing such notice, both as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 16. Authorization to Execute. The President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 17. Effective Date. This Order is effective immediately upon approval.

CERTIFICATE FOR ORDER

I certify that the foregoing order of election was presented to the Board of Trustees of the Beaumont Independent School District during a properly posted and duly called board meeting on January 25, 2021. A quorum of the Board of Trustees was present and it was duly moved and seconded that this Order be adopted. This Order was adopted according to the following record vote:

<u>Board Member Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Thomas Sigee	_____	_____	_____	_____
Denise Wallace-Spooner	_____	_____	_____	_____
Robert C. Dunn	_____	_____	_____	_____
Darrell Antwine, Sr.	_____	_____	_____	_____
Zenobia Bush	_____	_____	_____	_____
Kevin Reece	_____	_____	_____	_____
Matilda Hickman	_____	_____	_____	_____
VOTE TOTALS	_____	_____	_____	_____

To certify which, witness my hand this _____ day of _____, 2021.

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Thomas Sigee, Board President

ATTEST:

Robert C. Dunn, Board Secretary

NOTICE OF ELECTION

FOR THE ELECTION OF FOUR (4) TRUSTEES
OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT
JEFFERSON COUNTY, TEXAS

TO: THE QUALIFIED VOTERS OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT, JEFFERSON COUNTY, TEXAS

TAKE NOTICE that an election will be held on the 1st day of May, 2021, within the Beaumont Independent School District, Jefferson County, Texas, for the election of four (4) trustees for the Beaumont Independent School District. This election will be held jointly with the Jefferson County Clerk's Office, the City of Beaumont, the Port of Beaumont, Port Arthur ISD, Port of Port Arthur Navigation District of Jefferson County, Texas and Sabine Pass Port Authority. The early voting polling places will be: Jefferson County Courthouse – Main, 1001 Pearl, Beaumont, Texas; Port Arthur Sub-Courthouse, 525 Lakeshore Drive, Port Arthur, Texas; Rogers Park Recreation Center, 6540 Gladys, Beaumont, Texas; Port Arthur public Library, 4615 19th Avenue, Port Arthur, Texas; Theodore Johns Library, 4255 Fannett Road, Beaumont, Texas and John Paul Davis Community Center, 3580 East Lucas, Beaumont, Texas. This election has been called in obedience to an order duly entered by the Board of Trustees of said Beaumont Independent School District on the _____ day of _____, which order is as follows:

NOTICE OF ELECTION

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Date and Time – May 1, 2021, from 7:00 a.m. to 7:00 p.m.

Four (4) Trustee Positions – One from Trustee District I, which includes voting precincts: 17, 26, 27, 66, 72, 78, 79, 86; Trustee District II, which includes voting precincts: 1, 8, 22, 23, 63, 77, 87, 88; One from Trustee District III, which includes voting precincts: 2, 3, 7, 10, 11, 12, 14, 15, 16, 39, 84, 89 and One from Trustee District V, which includes voting precincts: 4, 5, 62, 65, 68, 73, 94, 99, 100.

A write-in ballot cannot be counted unless the candidate has filed a declaration of write-in candidacy with Ms. Georgia Antoine in accordance with the Texas Election Code.

Election by Plurality - There will be no run-off election for any Trustee District. Qualified candidate receiving the greatest number of votes in each Trustee District shall be elected.

Polling Places -

1. Amelia Elementary School, 565 S. Major Drive, Beaumont, Texas.
2. Beaumont Municipal Airport, 455 Keith Road, Beaumont, Texas.
3. BISD Administration Building, 3395 Harrison Avenue, Beaumont, Texas.
4. New Light Church, 3780 Crow Road, Beaumont, Texas.
5. Dishman Elementary, 3475 Champions Drive, Beaumont, Texas.
6. O.C. Mike Taylor Career Center, 2330 North Street, Beaumont, Texas.
7. Rogers Park Community Center, 6540 Gladys Avenue, Beaumont, Texas.
8. Roy Guess Elementary, 8055 Voth Road, Beaumont, Texas.
9. DeQueen Elementary, 740 DeQueen Blvd., Port Arthur, Texas
10. Zion Hill Baptist Church, 5848 Roosevelt Avenue, Port Arthur, Texas.

11. Jefferson County Sub- Courthouse, 525 Lakeshore Drive, Port Arthur, Texas 77640.
12. Port Acres Elementary, 6301 Pat Avenue, Port Arthur, Texas 77640.
13. O W Collins Retirement Center, 4440 Gulfway Drive, Port Arthur, Texas 77642.
14. Port Arthur Public Library, 4615 9th Avenue, Port Arthur, Texas 77642.
15. Queen of Vietnam Catholic Church, 801 9th Avenue, Port Arthur, Texas 77642.
16. R. L. Gabby Eldridge Center, 5262 S. Fulway Drive, Sabine Pass, Texas 77655.
17. Travis Elementary, 1115 Lakeview Avenue, Port Arthur, Texas 77642.
18. Willie Ryman III Community Center, 3248 19th Street, Port Arthur, Texas 77642.
19. Alice Keith Park Recreation Center, 4075 Highland Avenue, Beaumont, Texas.
20. Charlton-Pollard Elementary, 825 Jackson Street, Beaumont, Texas.
21. Jefferson County Courthouse, 1001 Pearl Street, Beaumont, Texas.
22. MLK Middle School, 1400 Avenue A, Beaumont, Texas.
23. John Paul Davis Community Center, 3580 E. Lucas Drive, Beaumont, Texas.
24. Sterling Pruitt Center, 2930 Gulf Street, Beaumont, Texas.
25. Theodore Johns Library, 4255 Fannett Road, Beaumont, Texas.

Early Voting: - Early voting by personal appearance shall be conducted at Jefferson County Courthouse – Main, 1001 Pearl, Beaumont, Texas; Port Arthur Sub-Courthouse, 525 Lakeshore Drive, Port Arthur, Texas; Rogers Park Recreation Center, 6540 Gladys, Beaumont, Texas; Theodore Johns Library, 4255 Fannett Road, Beaumont, Texas; John Paul Davis Community Center, 3580 East Lucas, Beaumont, Texas; and Port Arthur public Library, 4615 19th Avenue, Port Arthur, Texas. Early voting by personal appearance at said places shall begin as follows: **Monday, April 19, 2021, and continue through Friday, April 27, 2021, from 8:00 a.m. until 5:00 p.m. on each day for voting which is not a Saturday, a Sunday, or an official state holiday**, and, pursuant to

Article 85.001, Texas Election Code; **Saturday, April 24, 2021, from 7:00 a.m. until 7:00 p.m.;**
and Monday and Tuesday, April 21-26, 2020, from 7:00 a.m. until 7:00 p.m. The Office of the
Jefferson County Clerk, 1085 Pearl Street, Beaumont, Texas 77701, shall be the voting place for all
early voting by mail. Early voting ballot application forms may be obtained from the office of the
Jefferson County Clerk, 1085 Pearl Street, Beaumont, Texas 77701. Early voting by mail shall be
conducted during the same period as early voting by personal appearance, except that envelopes
containing mailed ballots must arrive at the address on the carrier envelope before the polls are
required to close on Election Day, unless otherwise determined to be timely pursuant to Article
86.007, Texas Election Code.

Presiding Officer - Ms. Georgia Antoine - Presiding Judge, Central Counting Station.

Joint Election - The school district trustee election will be conducted jointly with that of
Jefferson County Clerk's Office, the City of Beaumont and the Port of Beaumont located in Jefferson
County.

Appropriate Notice was adopted by the Board of Trustees, Beaumont Independent School
District, at its meeting of _____.

Dr. Shannon Allen
Superintendent of Schools
Beaumont Independent School District

Election Order Supporting Documents:

Joint Election Service Contract



ELECTION SERVICES CONTRACT AND LEASE AGREEMENT
BETWEEN JEFFERSON COUNTY CLERK
AND

**CITY OF BEAUMONT, PORT OF BEAUMONT, BEAUMONT INDEPENDENT
SCHOOL DISTRICT, PORT ARTHUR INDEPENDENT SCHOOL DISTRICT, PORT
OF PORT ARTHUR NAVIGATION DISTRICT OFF JEFFERSON COUNTY, TEXAS
and SABINE PASS PORT AUTHORITY**

This Agreement made and entered into, by and between Jefferson County, hereinafter referred to as “County”, acting herein by and through its County Judge and Commissioner’s Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk**, and the following entities:

- **City of Beaumont**
- **Port of Beaumont**
- **Beaumont Independent School District**
- **Port Arthur Independent School District**
- **Port of Port Arthur Navigation District of Jefferson County, Texas**
- **Sabine Pass Port Authority**

hereinafter referred to as “Political Subdivision(s)”, acting herein by and through its Board.

WHEREAS, Political Subdivision(s) is/are required to conduct an election on **May 1, 2021**, THIS AGREEMENT is made this _____ day of _____, 2021, by and between the above named Political Subdivision(s) and Jefferson County, Texas, by its County Elections Officer, **Carolyn Guidry**, hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to enter into an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that this Agreement be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **May 1, 2021**, Election. Jefferson County’s certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services

and equipment:

- (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the hourly rate approved by Commissioners' Court.
- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, and assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Political Subdivision Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensation sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract and Lease Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling

locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for its election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, and the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement as necessary with any other political subdivision in Jefferson County which enters into an Election Services Contract and Lease Agreement with Contracting Officer and which holds an election on **MAY 1, 2021**.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

JEFFERSON COUNTY: Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

CITY OF BEAUMONT: Kyle Hayes, City Manager
801 Main St.
Beaumont, TX 77701

PORT OF BEAUMONT: Chris Fisher, Director/CEO
P.O. Box 2297
Beaumont, TX 77704

BEAUMONT ISD: Dr. Shannon Allen, Superintendent
3395 Harrison
Beaumont, TX 77706

PORT ARTHUR ISD: Dr. Mark Porterie, Superintendent
4801 Ninth Ave.
Port Arthur, TX 77642

**PORT OF PORT ARTHUR
NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TX** Larry Kelley, Director/CEO
221 Houston Ave.
Port Arthur, TX 77640

**SABINE PASS
PORT AUTHORITY:** Deborah Jennings, Office Manager
P.O. Box 318
Sabine Pass, TX 77655

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

CITY OF BEAUMONT

By: _____
Name: Kyle Hayes
Title: City Manager

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

PORT OF BEAUMONT

By: _____
Name: Chris Fisher
Title: Port Director/CEO

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

BEAUMONT INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Dr. Shannon Allen
Title: Superintendent

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

PORT ARTHUR INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Dr. Mark Porterie
Title: Superintendent

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TX

By: _____
Name: Larry Kelley
Title: Port Director/CEO

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

SABINE PASS PORT AUTHORITY

By: _____
Name: Deborah Jennings
Title: Office Manager

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

JEFFERSON COUNTY, TEXAS

By: _____
Name: Jeff Branick
Title: County Judge

Attest: _____ (seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

By: _____
Name: Carolyn L. Guidry
Title: County Clerk

Attest: _____ (seal)

EXHIBIT A
EARLY VOTING LOCATIONS

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Public Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas

EXHIBIT B - ELECTION DAY VOTE CENTERS

Comm. Pct	Polling Location	Location Address	Location City & Zip Code
1--1	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
1--2	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
1--4	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
1--5	New Light Church	3780 Crow Rd.	Beaumont, TX 77706
1--6	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
1--7	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
1--9	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
1--10	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
3--1	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
3--2	Zion Hill Baptist Church	5848 Roosevelt Ave.	Port Arthur, TX 77640
3--3	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
3--4	Port Acres Elementary	6301 Pat Ave.	Port Arthur, TX 77640
3--5	O W COLLINS RETIREMENT CTR	4440 GULFWAY DR.	Port Arthur, TX 77642
3--6	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
3--7	Queen of Vietnam Catholic Church	801 - 9th Ave.	Port Arthur, TX 77642
3--8	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
3--9	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
3--10	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
4--1	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
4--2	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
4--5	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
4--6	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
4--7	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
4--9	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
4--10	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

EXHIBIT C CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on Spring Break.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

FEBRUARY 1, 2021

Prior to February 1, 2021, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

****Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at countyclerk@co.jefferson.tx.us.****

60th day before Election Day

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: countyclerk@co.jefferson.tx.us

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

****Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.****

45th day before Election Day

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

30th day before Election Day

Last day to register to vote or make a change of address effective for the May 1, 2021, election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

19th day before Election Day

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

12th day before Election Day

First day to vote early in person. (Sec. 85.001(a)).

NOTE - Political Subdivisions Other than Cities and Counties: Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

NOTE – Cities and counties: Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk’s or city secretary’s main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those “closed” days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city’s two 12-hour days, when it must be open for the full 12 hours).

NOTE - Cities: Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

NOTE - Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

NOTE - Joint Elections: If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity’s requirements should be neglected or subtracted as a result of a joint agreement.

10th day before Election Day

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision’s website, if one is maintained.

NOTE - NEW LAW: Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision’s website, if the political subdivision maintains a website.

4th day before Election Day

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Day

NOTE - NEW LAW – House Bill 2354 (2015) changed the date of the May uniform election from the second Saturday in May to the first Saturday in May.

30 days from date of final invoice

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer
P O Box 1151,
Beaumont, Texas 77704-1151

EXHIBIT D

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00

PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

