

Shannon Allen

Shannon Allen, Ed.D.
Superintendent of Schools

Date



Board Exhibit Cover Sheet

Meeting Date: February 9, 2023

Agenda Item/Exhibit Number: **II.B.2.**

Agenda Item Title: Approve Election Order and Notice for May 6, 2023 Trustee Election

Cabinet Level Presenter(s): Dr. Shannon Allen

Additional Presenter(s): Sierra Fisher

Executive Summary: The Board shall adopt the Trustee Election Order to order the May 2023 election and address various election administration matters. There will be 3 trustee positions on the ballot as follows:

Single Member District 4 (4-year term)
At-Large (4-year term) Position 1
At-Large (4-year term) Position 2

Recommendation: Approve the Election Order for the May 2023 Trustee Election

Budget Impact* (if applicable):

Funding Source (if applicable):

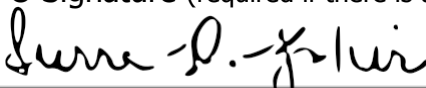
Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

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

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

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 2023 (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 6, 2023**, 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 three (3) positions:

Single-member District 4 (4-year term)
At-Large (4-year term) Position 1
At-Large (4-year term) Position 2

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 18, 2023** and on or before **5:00 p.m., February 17, 2023**.

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. Roxanne Acosta

Helberg, 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 the 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. Roxanne Acosta Helberg, 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, 1085 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 24, 2023 – Friday, May 2, 2023	8:00 a.m. - 5:00 p.m.
Saturday, April 29, 2023	7:00 a.m. – 7:00 p.m.
Sunday, April 30, 2023	12:00 p.m. – 5:00 p.m.
Monday, April 23, 2023 – Tuesday, April 24, 2023	7:00 a.m. – 7:00 p.m.

Early Voting by Mail: Ballot applications shall be addressed to: Ms. Roxanne Acosta Hellberg, 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, 2023, through April 25, 2023. The application must be received by April 25, 2023 (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. Roxanne Acosta Hellberg, Jefferson 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 Coordinator of 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 has appointed Ms. Georgia Antoine, BISD Coordinator of Board Affairs, as the Board’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 February 9, 2023. 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>Ye s</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Robert C. Dunn, Sr.	_____	_____	_____	_____
Woodrow Reece, II	_____	_____	_____	_____
Stacey Lewis, Jr.	_____	_____	_____	_____
Joe A. Evans, Jr.	_____	_____	_____	_____
Kevin W. Reece	_____	_____	_____	_____
Matilda Hickman	_____	_____	_____	_____
Denise Wallace-Spooner	_____	_____	_____	_____
 VOTE TOTALS	 _____	 _____	 _____	 _____

Certified this _____ day of February 2023.

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Robert C. Dunn, Sr., Board President

ATTEST:

Stacey Lewis, Jr., Board Secretary

NOTICE OF ELECTION

BEAUMONT INDEPENDENT SCHOOL DISTRICT

Date and Time – May 6, 2023, from 7:00 a.m. to 7:00 p.m.

Three (3) Trustee Positions – One from Trustee District 4, which includes voting precincts: 5, 6, 15, 18, 19, 21, 28, 31, 32, 33, 35, 39, 64, 79, 80, 84, 85, 90, 92, 101; and 2 (two) At-Large positions, which includes voting precincts: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 31, 32, 33, 35, 39, 62, 63, 64, 65, 66, 67, 68, 72, 73, 74, 75, 77, 78, 79, 80, 84, 85, 86, 87, 88, 89, 90, 92, 94, 99, 100, 101, 103.

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. BISD Administration Building, 3395 Harrison Avenue, Beaumont, Texas.
3. Dishman Elementary, 3475 Champions Drive, Beaumont, Texas.
4. Career Center, 2330 North Street, Beaumont, Texas.
5. Rogers Park Community Center, 6540 Gladys Avenue, Beaumont, Texas.
6. Roy Guess Elementary, 8055 Voth Road, Beaumont, Texas.
7. Alice Keith Park Recreation Center, 4075 Highland Ave Beaumont, Texas.
8. Charlton-Pollard Elementary, 825 Jackson Street, Beaumont, Texas.
9. Jefferson County Courthouse, 1085 Pearl Street, Beaumont, Texas.
10. MLK Middle School, 1400 Avenue A, Beaumont, Texas.

11. John Paul Davis Community Center, 3580 E. Lucas Drive, Beaumont, Texas.

12. Sterling Pruitt Center, 2930 Gulf Street, Beaumont, Texas.

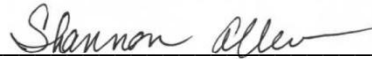
13. Theodore Johns Library, 4255 Fannett Road, Beaumont, Texas.

Early Voting: - Early voting by personal appearance shall be conducted at Jefferson County Courthouse – Main, 1085 Pearl, Beaumont, Texas; Rogers Park Recreation Center, 6540 Gladys, Beaumont, Texas; Theodore Johns Library, 4255 Fannett Road, Beaumont, Texas; and John Paul Davis Community Center, 3580 East Lucas, Beaumont, Texas. Early voting by personal appearance at said places shall begin as follows: **Monday, April 24, 2023, and continue through Friday April 28, 2023, from 8:00 a.m. until 5:00 p.m.**, and, pursuant to Article 85.001, Texas Election Code; **Saturday, April 29, 2023, from 8:00 a.m. until 5:00 p.m.; Sunday, April 30, 2023, from 12:00 p.m. until 5:00 p.m., and Monday and Tuesday, May 1-2, 2023, 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 February 9, 2023.



Dr. Shannon Allen
Superintendent of Schools
Beaumont Independent School District



Board Exhibit Cover Sheet

Meeting Date: February 9, 2023

Agenda Item/Exhibit Number: **II.B.3**

Agenda Item Title: Approve Joint Election Services Agreement with Jefferson County regarding Beaumont ISD Trustee Election

Cabinet Level Presenter(s): Shannon Allen

Additional Presenter(s): Sierra Fisher

Executive Summary: The Joint Election Services Agreement with Jefferson County defines the terms for the County to conduct the Beaumont ISD trustee election. Early voting will include Sunday, April 30, 2023 from 12-5. BISD high schools will not serve as polling locations.

Recommendation: Approve agreement as presented.

Budget Impact* (if applicable): Cost and fees are included on Page 9.

Funding Source (if applicable):

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

Policy Reference (if applicable, list policy/regulation):

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



Cabinet Level Presenter's Signature

February 6, 2023

Date

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

Date



General Counsel's Signature

February 6, 2023

Date



**ELECTION SERVICES CONTRACT
BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)
CITY OF BEAUMONT
PORT OF BEAUMONT**

This Contract 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, Roxanne Acosta-Hellberg, County Clerk, and Beaumont Independent School District (BISD), CITY OF BEAUMONT AND PORT OF BEAUMONT** hereinafter referred to as “Political Subdivision(s).”

WHEREAS, Political Subdivisions are required to conduct an election on **May 6, 2023**;

THIS ELECTION SERVICES CONTRACT is made this _____ day of _____, 2023 by and between the Political Subdivision of **Beaumont Independent School District (BISD), City of Beaumont, and Port of Beaumont**, hereinafter called “Political Subdivisions” and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Roxanne Acosta-Hellberg**, 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. This Contract 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 the following Contract 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 the **May 6, 2023** Election. Jefferson County’s 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 to administer this Election. This list will be approved by the Political Subdivisions or its representative. 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 and Election Day polling locations. 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, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint 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 Contract 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 compensations 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. Each 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 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 their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their 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. Political Subdivision shall adopt the Election Day Vote Center polling locations 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 the elections polling locations are different than Political Subdivisions' 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 notice of the change for their 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 Subdivisions 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 Election Day Calendar published by the Secretary of State of Texas for the **May 6, 2023 Election**, known as the SOS Election Day Calendar for **May 6, 2023**.

(f) Deliver to Contracting Officer, according to the above mentioned Election Day Calendar, ballot language with Spanish translations, candidate names or measures, 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 subdivisions 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 subdivisions. Political Subdivisions are responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Contract for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time 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 Subdivisions agree to enter into an Election Services Contract with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **May 6, 2023**.

4. **COST OF SERVICES.** Each Political subdivisions shall share any and all expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions

generally similar to those set forth in this Contract. Only the actual expenses directly attributable to this Contract and any prorated shared expenses may be charged to Political subdivisions, plus a 10% administrative fee.

(a.) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and other costs will be shared proportionally between the political subdivisions entering into this Election Services Contract with the County.

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Contract. Lack of adherence to any deadline in the Election Day 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 Contract 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 Secretary of State of Texas' Election Day 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 Election may vote early by personal appearance at any of the 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 Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One 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 Contract 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 Contract.

(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 Contract agree that a Political Subdivision may cancel this Contract 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 \$300 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 Contract 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 Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE CONTRACT/AMENDMENT

This Contract constitutes the entire Contract between **Beaumont Independent School District (BISD), City of Beaumont, Port of Beaumont** and Contracting Officer. This Contract 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 Contract shall be in writing and shall be deemed to have 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:

BISD: Dr. Shannon Allen
Superintendent
Beaumont Independent School District
3395 Harrison
Beaumont, Texas 77706

CITY OF BEAUMONT: Kenneth R. Williams
City Manager
City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

PORT OF BEAUMONT: Mr. Pat Anderson
President
Port of Beaumont
1225 Main Street
Beaumont, Texas 77701

JEFFERSON COUNTY: Roxanne Acosta-Hellberg
Jefferson County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the _____ day of _____, 2023.

BISD:

By: _____ Attest: _____
Name:

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

CITY OF BEAUMONT:

By: _____ Attest: _____

Name:

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

PORT OF BEAUMONT:

By: _____
Name:

Attest: _____

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

Jefferson County, Texas

By: _____
Name: Roxanne Acosta-Hellberg
Title: Jefferson County Clerk

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	\$125.00
Cell Phone	\$35.00
Mandatory Signs	
Large A-Frame (ID Required)	\$15.00
Large A-Frame (Notices)	\$15.00
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	\$0.25
8.5 X 14	\$0.27
8.5 X 17	\$0.30
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$45.00
Mail Ballots (Per Set)	\$2.30
Supply Bag Consumables (per location)	\$25.00

EARLY VOTING
April 24, 2023 – May 2, 2023

May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.

(Eleccion uniforme de mayo – Lugares de votacion en todo la ciudad – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Jefferson County Courthouse (Lobby) Main Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

April 24 – 28, 2023 (Abril 24 – 28, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
April 29, 2023 (Abril 29, 2023)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
April 30, 2023 (Abril 30, 2023)	Sunday (Domingo)	12:00 p.m. – 5:00 p.m.
May 1 – 2, 2023 (Mayo 1 – 2, 2023)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY

May 6, 2023

May Joint Election – Citywide Polling – All precincts may vote at any Vote Center.

(Eleccion uniforme de mayo – Lugares de votacion en todo la ciudad – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Adminisration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
BISD Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705