

ORDENANZA NO. 21-004

UNA ORDENANZA DE LA CIUDAD DE BEAUMONT, TEXAS, PROPORCIONANDO PARA UNA ELECCION QUE SE LLEVARA A CABO EL 01 DE MAYO CON EL PROPOSITO DE ELECTAR A UN ALCALDE, CUATRO (4) CONCEJALES (DISTRITOS I, II, III AND IV) Y DOS (2) CONCEJALES EN GENERAL; PROPORCIONANDO LA PAPELETA DE VOTACION PARA DICHA ELECCIÓN; DIRIGIENDO LA ENTREGA DE LA NOTICIA DE DICHA ELECCIÓN; PROPORCIONANDO UNA ELECCIÓN CONJUNTA CON EL DISTRITO ESCOLAR INDEPENDIENTE DE BEAUMONT Y PUERTO DE BEUMONT; Y CONTENIENDO OTRAS PROPORCIONES RELACIONADAS AL TEMA.

ASI ORDENADO POR LA CIUDAD DE BEAUMONT:

Sección 1

De acuerdo al estatuto de la ciudad, la constitución, y las leyes generales del Estado de Texas, y por este medio se ha llamado y ordenado a una elección general municipal para el primer sábado de Mayo 2021, que sería el día 01 de dicho mes, elección en la que todos los votantes calificados que residan dentro de los límites corporativos de la Ciudad de Beaumont podrán votar con el propósito de elegir a un Alcalde, Concejales para los Distritos I, II, III and IV y dos (2) Concejales para un término completo.

Sección 2

No se colocara el nombre de ninguna persona en la papeleta de votación oficial como candidato para alguna de las posiciones arriba mencionadas a menos que dicha persona haya presentado la declaración de su solicitud, así estipulado por la Sección 141.031, Sección 143.004, y Sección 143.007 del Código Electoral de Texas, y el Artículo IV, Sección 5 del Estatuto de la Ciudad de Beaumont, con la oficina de la Secretaria Municipal, no después de las cinco en punto (5:00) p.m. en el día setenta y ocho (78) antes de la fecha de dicha elección. La Secretaria Municipal de la ciudad deberá anotar

en la cara de cada solicitud, la fecha y la hora de presentación. Una declaración de candidatura escrita debe ser presentada a la Secretaria Municipal como lo estipula la Sección 146.054 del Código Electoral de Texas, no después de las cinco en punto (5:00) p.m. en el día setenta y cuatro (74) antes del día de la elección.

Sección 3

Dicha elección se llevará a cabo en conjunto con el Distrito Escolar Independiente de Beaumont y el Puerto de Beaumont de acuerdo con el Capítulo 271 del Código Electoral de Texas; y la Secretaria del Condado del Condado Jefferson Texas, está de acuerdo de coordinar, supervisar y manejar todos los aspectos de administrar dicha elección conjunta y de acuerdo con la disposición del Código Electoral de Texas y como se indica en sus términos de acuerdo a Exposición 1.

Sección 4

Votantes legalmente calificados residiendo dentro de los límites incorporados de la Ciudad de Beaumont tendrán el derecho a un voto en dicha elección para los candidatos respectivos.

Sección 5

El aviso y orden de dicha elección será dada por anuncio y publicación de dicho aviso y orden así estipulado por el Código Electoral de Texas.

Sección 6

Un Sistema Electrónico de Votación deberá usarse para dicha elección, como descrito por el Título 8 del Código Electoral de Texas.

Sección 7

Por la presente se nombran funcionarios de dicha elección para servir en la Estación Central de Conteo de Votos, por lo cual está establecido en la Mid-County Office Building, 7963 Viterbro Road, Nederland, Texas; Administrador de la Estación Central de Conteo de Votos Wayne Ozio, Supervisor de Tabulación Jeff Ross; y Asistente Supervisor de Tabulación Mary Helm.

Sección 8

Las papeletas oficiales, papeletas de votación y etiquetas de la elección, respectivamente, para la elección deberán ser preparadas acuerdo con el Título 5 del Código Electoral de Texas.

Sección 9

La Secretaria del Condado del Condado Jefferson queda designada como Secretaria para votación anticipada; y en acuerdo con la Sección 83.034 del Código Electoral de Texas, el nombramiento de Theresa Goodness como Secretaria Diputada para Votación Anticipada es aprobada, dicho nombramiento siendo sin compensación adicional. La votación anticipada por apariencia personal debe ser conducida en el lugar principal de votación anticipada, Casa de Corte del Condado Jefferson, 1001 Pearl St., Beaumont, Texas, 77701, con tres sucursales para votación anticipada en Rogers Park Centro de Recreación, 6540 Gladys, Beaumont, TX 77706, Biblioteca Theodore Johns, 4255 Fannett Rd., Beaumont, TX 77701 y John Paul Davis Centro de Comunidad, 3580 E. Lucas, Beaumont, TX 77706. Las solicitudes de papeletas de votación anticipada y papeletas de votación por correo deben ser enviadas a la Oficina de la Secretaria del

Condado, P.O. Box 1151, Beaumont, Texas, 77704-1151. La Secretaria del Condado debe mantener dicha oficina abierta por lo menos ocho (8) horas de 8:00 a.m. a 5:00 p.m. en cada día durante la votación anticipada o en día festivo oficial del Estado empezando el día décimo segundo (12) hasta el cuarto día (4) anterior a la fecha de dicha elección; siempre que, salvo lo autorizado por las Secciones 85.005 (a) y (d), Código Electoral de Texas, dicha Secretaria Municipal no permitirá a nadie que vote por anticipado en apariencia personal en ningún día o tiempo no designado aquí para votación anticipada y debajo de ninguna circunstancia ella permitirá que alguien vote en anticipación por apariencia personal en cualquier hora cuando su oficina no esté abierta al público por el propuesto de votación anticipada.

Fechas y Horarios para la Votación Anticipada

| | | |
|----------------|-----------------------|---------------------------------|
| Lunes | Abril 19, 2021 | 8:00 a.m. a 5:00 p.m. |
| Martes | Abril 20, 2021 | 8:00 a.m. a 5:00 p.m. |
| Miércoles | Abril 21, 2021 | 8:00 a.m. a 5:00 p.m. |
| Jueves | Abril 22, 2021 | 8:00 a.m. a 5:00 p.m. |
| Viernes | Abril 23, 2021 | 8:00 a.m. a 5:00 p.m. |
| Sábado | Abril 24, 2021 | 7:00 a.m. a 7:00 p.m. |
| Domingo | Abril 25, 2021 | Centros estarán cerrados |
| Lunes | Abril 26, 2021 | 7:00 a.m. a 7:00 p.m. |
| Martes | Abril 27, 2021 | 7:00 a.m. a 7:00 p.m. |

Sección 10

Las votaciones anticipadas por apariencia personal y por correo se contarán por una junta de votación anticipada compuesta por un presidiendo juez y cinco (5) empleados, la Secretaria del Condado puede autorizar empleados adicionales como vea necesario. Los votos anticipados deben ser analizados y retornados por el Comité de Votación Anticipada a la Estación Central de Conteo de Votos para las 7:00 p.m. en el día de Elección.

Sección 11

Si cualquier persona o personas designadas no aparecen, o son incapaces de realizar sus deberes, o fallan realizar sus deberes, la Secretaria del Condado tendrá la discreción y autoridad para designar a un sustituto empleado para llenar la(s) posición(es).

Sección 12

La orden en cual los nombres de los candidatos serán impresos en la papeleta de votación será determinada por un sorteo por la Secretaria Municipal, como lo estipula la Sección 52.094 del Código Electoral de Texas. La Secretaria Municipal pondrá un aviso en la oficina de la Secretaria Municipal, 801 Main St., Suite 125, Beaumont, Texas, 77701 por lo menos setenta y dos (72) horas anterior de la fecha en la cual se llevara a cabo el sorteo, de la hora y el lugar del sorteo, y también dará aviso personal a cualquier candidato que solicite por escrito dicho aviso y proporcione a la Secretaria Municipal, un sobre con su dirección de remite y con estampilla. Cada candidato involucrado en el sorteo, o un representante asignado por el candidato, tendrán el derecho de estar presente y observar el sorteo.

Sección 13

De haber alguna sección, subsección, frase, cláusula de esta ordenanza, o esta solicitud del mismo grupo particular de personas o circunstancias, por cualquier razón se considerara invalido o adjudicado inconstitucional por la competente jurisdicción de la corte, tal invalidez no afectara las porciones restantes de esta ordenanza, y para tal fin las diversas porciones y provisiones de esta ordenanza son declaradas ser separables; y el Ayuntamiento de la Ciudad de Beaumont, Texas, declare que podría haber pasado

cada una y todas las partes de la misma a pesar de la omisión de cualquier porción declarada de ser inválida o inconstitucional, o sea que hay una o más porciones.

Sección 14

Todas las ordenanzas o partes de ordenanzas inconsistentes o en conflicto con la presente son, en la medida de tal inconsistencia o conflicto, por la presente, derogadas.

La junta en cual esta ordenanza fue aprobada fue en todas las cosas realizadas en estricto cumplimiento con la Ley de Reuniones Abiertas de Texas, Código de Gobierno de Texas, y Capítulo 551.

APROBADO POR EL AYUNTAMIENTO de la Ciudad de Beaumont el día 19 de Enero, 2021.

- Mayor Becky Ames -



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 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
- 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 CONTRACT 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 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 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 approved hourly rate 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, 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 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. 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 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 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 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 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 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, 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 billed 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 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 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 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: 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. Shanron 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

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. Per. | 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 |
| Mall Ballots (Per Set) | \$0.75 |
| Supply Bag Consumables (per location) | \$20.00 |

REVISED 07/19/16