

# JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BETWEEN JEFFERSON COUNTY AND THE CITY OF PORT ARTHUR, TEXAS

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 County Commissioners Court, and the City of Port Arthur, Texas hereinafter referred to as "Political Subdivision", acting herein by and through its Board.

WHEREAS, County and Entity is required to conduct an election on November 3, 2015;

**THIS CONTRACT** is made this <u>14th</u> day of <u>September</u>, <u>2015</u>, by and between the Political Subdivision of the City of Port Arthur, Texas. hereinafter called "Political Subdivision" 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 hold a November 3, 2015, Joint Election 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 November 3, 2015, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 3, 2015, Joint Election, hereinafter called "Joint 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 and Election Day polling locations per the attached Exhibit B. 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 the 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. Contracting Officer shall also publish a joint election notice one time in English and Spanish in Jefferson County newspaper(s).
- (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.
- (i) 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.
- (I) 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 fore-mention 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 Joint Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with Jefferson County for the purpose of sharing election equipment, election officials, county precinct polling locations, and costs. 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 which reside in the Political Subdivision jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day precinct polling locations on the attached Exhibit B 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 joint election notice and 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 as much as possible 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 Timetable .
- (f) Deliver to Contracting Officer, according to the attached Timetable, 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 cost will be assessed and a detailed billed will be rendered within 30 day 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.
- 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 Timetable 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 Timetable 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 10 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, they 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 August 25, 2015. 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 180<sup>th</sup> 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 the City of Port Arthur and Jefferson County. 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:

#### CITY OF PORT ARTHUR, TEXAS

Brian McDougal, City Manager

P O Box 1089

Port Arthur, Texas 77641

**JEFFERSON COUNTY**: Carolyn L. Guidry, County Clerk

P. O. Box 1151

Beaumont, TX 77704

IN WITNESS WHEREOF, each of the j	parties agrees to the term	s of this Agreement and has caused this
Agreement to be executed on the		
City of Port Arthur, Texas		
By:		
By: Name: Brian McDougal		
Title: City Manager		
Attest:		
Attest: (seal)		
IN WITNESS WHEREOF, each of the j	narties agrees to the term	s of this Agreement and has caused this
Agreement to be executed on the		
Jefferson County, Texas		
By:		
Name: Jeff Branick		
Title: County Judge		
Attest:		
(seal)		



# NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR November 3, 2015, JOINT ELECTION

# (Advicode Locales y horarioparaelecci'onsadelantadasde NOVIEMBRE 3, 2015, de Eleci'on Conjunto)

Early Voting by personal appearance will be conducted each weekday at: (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

#### **EARLY VOTING LOCATIONS:**

(Localizaciones de Votacion Adelantada):

Beaumont Courthouse - Main location
Rogers Park Recreation Center
Fort Arthur Public Library
Theodore Johns Library
Fort Arthur Sub-Courthouse
Effie & Wilton Hebert Library

1001 Pearl St., Beaumont, Texas
6540 Gladys, Beaumont, Texas
4615 Ninth Ave, Port Arthur, Texas
4255 Fannett Rd., Beaumont, Texas
525 Lakeshore Dr., Port Arthur, Texas
2025 Merriman St., Port Neches, Texas

#### DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones):

October 19 - 23 (Octobre 19 - 23)	y y	
October 24-25 (Octobre 24-25)	Saturday - Sunday (Sábado- Domingo)	CLOSED ****
October 26 – 28 (Octobre 28 – 28)	Monday – Wednesday (Lunes – Miércoles)	8:00 a.m 5:00 p.m
October 29 – 30 (Octobre 29 – 30)	Thursday – Friday (Jueves – Viernes)	7:00 a.m 7:00 p.m

# Exhibit A

# Exhibit B

Dia de las elecciones Generales, Especial Y Eleccion Conjunta del 03 noviembre de 2015 Election Day November 3, 2015 General, Special and Joint Election

del 03 noviembre de	2013	General, Special a	na John Election
Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX
ALL (todos)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX
ALL (todos)	Groves Elementary	3901 Cleveland Ave.	Groves, TX
ALL (todos)	Nederland City Hall	207 N 12th Street	Nederland, TX
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
ALL (todos)	JP4 BLDG	19217 FM 365	Beaumont, TX
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX
ALL (todos)	Bob Henson Building	1903 Atlanta	Nederland, TX
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX
ALL (todos)	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX
ALL (todos)	O.W. Collins Apartment Complex	4440 Gulfway Dr.	Port Arthur, TX
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX

ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX
ALL (todos)	Dr. Mae Jones Clark	3525 Cleveland	Beaumont, TX
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX

TIMETABLE EXHIBIT C

The Political Subdivision agrees that timing is critical, and lack of adherence to this Timetable 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 holiday breaks.

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 joint election notice in English and Spanish.

#### **AUGUST 1, 2015**

Each Political subdivision is responsible for validating with the Voter Registrar prior to February 1, 2013, the boundaries for their voting precincts are correct and supply the Contracting Officer with a map of such boundaries.

#### **SEPTEMBER 2, 2015**

**Candidate filing** deadline and **write-in declaration filing** deadline at 5:00 PM unless otherwise provided by statute.\*

Deadline to **order an election** unless otherwise provided. Please forward a copy of your Order of Election to Contracting Officer.

\*Please schedule ballot drawing as soon as possible and email <u>BALLOT FORMAT AND ORDER</u> of candidates on ballot.

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

#### **SEPTEMBER 7,2015** 12:00PM

 $Deadline \ to \ notify \ \underline{guidry@co.jefferson.tx.us} \quad , \ whether \ or \ not \ Political \ Subdivision \ has \ a \ \textbf{contested election}.$ 

Political subdivision will not be included in the Joint Election if we do not receive notice.

Deadline to send candidate names, including write-in candidates.

Deadline to email guidry@co.jefferson.tx.us any candidate withdrawals or election cancellation.

Deadline to send **order of candidates on ballot**. We prefer to receive it sooner if it is available.

Last day to cancel election and incur no fees under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery, or email <a href="mailto:guidry@co.jefferson.tx.us">guidry@co.jefferson.tx.us</a>.

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

Mail: P. O. Box 1150, Beaumont, TX 77704-1151

Deliver: 1149 Pearl, Beaumont, Texas 77701

If you need additional time 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 a School Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.

#### **SEPTEMBER 14, 2015**

Deadline to send **phonetic pronunciations** of all candidate names that are not obvious, which will be used for the ballot audio recording.

First day to accept applications for early voting ballots by mail (last day is **SEPTEMBER 1, 2015**).

Carolyn Guidry will be named as Early Voting Clerk to receive applications. If you receive applications directly, they must be hand delivered or faxed to Carolyn Guidry on the day of receipt. If faxed, the original

application must also be mailed to Contracting Officer. All Annual applications must be made available to the Early Voting Clerk.

#### **OCTOBER 5, 2015**

Last day to register to vote for the **NOVEMBER 3, 2015** Election.

# OCTOBER 6, 2015 - 9:00 AM

Public Logic & Accuracy Test of Automatic Tabulating Equipment held at Central Counting Station, 7963 Viterbo Rd., Beaumont, Texas 77705.

#### OCTOBER 19 - 30, 2015 (NO WEEKEND VOTING)

**Early Voting Period** 

#### **NOVEMBER 3, 2015**

If applicable, the political subdivision shall post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for the NOVEMBER 4, 2014 election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

#### TUESDAY, NOVEMBER 3, 2015-7:00 AM to 7:00 PM

**Election Day** 

#### **NOVEMBER 9, 2015**

DEADLINE TO RECEIVE ALL OVERSEAS BALLOTS AND ANY PROVISIONAL BALLOTS TO BE CURED.

#### **Canvass Dates**

**TBD**