

JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BETWEEN JEFFERSON COUNTY, TEXAS AND HAMSHIRE-FANNETT ISD

This agreement made and entered into, by and between **Jefferson County, Texas** ("County"), acting hereinafter by and under the authority granted to her by sections 31.091 & 31.092 of the Texas Election Code, the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk** for Jefferson County, Texas, (hereinafter referred to as "County Election Officer"), and Hamshire-Fannett ISD, (hereinafter referred to as "Political Subdivision"), acting herein by and through its governing body regardless of the name assigned to such governing body (hereinafter collectively referred to as "Parties").

WHEREAS, Political Subdivision is required to conduct an election on **November 5, 2024**; and the parties desire that the County Election Officer conduct the election for the Political Subdivision and, possibly, other political subdivisions located, in whole or in part, in Jefferson County, Texas. If other political subdivisions enter into a contract with the County for the purpose that the County Election Officer will run the election for the other political subdivisions, or expressly joins in this contract, Political Subdivision intends to reimburse Jefferson County, Texas the cost of running such election as determined by the County Election Officer, or share the cost of running the election with other political subdivisions based on the following terms and conditions.

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this _____ day of ______, 2024, by and between the Political Subdivision, and the County, pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and 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.** Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and County Election 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 County Election Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **November 5**, **2024** Election. The County's voting equipment is to be used in this Election. The rental rate for the use of this election equipment has been approved by the Commissioners Court for Jefferson County, Texas.

2. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. County Election 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. The 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 polling locations and election day polling locations. If emergency replacement polling locations are needed, County Election 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. (See the early voting and election day polling location sheets attached).

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment; format ballot styles; secure audio; oversee all equipment and voter registration database programming; and assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election; and also 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 County Election 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.

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

(m) County Election 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, County Election Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The County Election 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 Election for the Political Subdivision, 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 the County 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 County Election Officer provides no legal advice to Political Subdivision.

(c) Political Subdivision shall adopt the early voting and election day vote center polling locations used by the County. Political Subdivision shall adopt all early voting dates, and hours recommended by the County Election 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 County Election 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 notice of the change for their election. Educate the voters in the Political Subdivision on early voting and election day times, dates and 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 Election Day Calendar published by the Secretary of State of Texas for the November 5, 2024 General Election, known as the SOS Election Day Calendar for November 5, 2024.

(f) Deliver to County Election 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 Subdivision must be hand delivered or faxed to County Election Officer on the day of receipt. If the application is faxed, the original application must be mailed to County Election Officer. County Election Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist County Election 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 County Election 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 and a detailed bill 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.

(1) 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 the County

and which holds an election on November 5, 2024.

4. COST OF SERVICES. Political Subdivision shall share some 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 County Election Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting and election day may include: equipment delivery, supplies, mail ballots, payroll, equipment leasing, and any additional costs, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. (See the Estimated Election Cost Sheet attached).

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 Election Day Calendar without prior agreement of County Election Officer may result in cancellation of County Election Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of County Election Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost but not less than \$75.00, in accordance with section 31.100(d) of the Texas Elections Code. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of the County's obligation to complete all programming and testing; to process, print and mail military and overseas ballots by state/federal deadlines; the County's duty to conduct federal, state, county elections; and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, County Election 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 the 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. County Election 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) The County Election Officer may contract with numerous political subdivisions for the Joint 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 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 County Election Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10^{th} day from receipt of the fully executed contract by County Election Officer.

(g) The 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 County Election 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 60^{th} 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 County Election 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 that Political Subdivision wants County Election Officer to conduct, Political Subdivision, with input from the County Election Officer, agrees to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have County Election 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 County Election 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 **Hamshire-Fannett ISD** and Jefferson County, Texas. 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:

HAMSHIRE-FANNETT ISD:	Dwaine Augustine Superintendent Hamshire-Fannett ISD 12702 2 nd Street Hamshire, TX 77622
JEFFERSON COUNTY:	Roxanne Acosta-Hellberg, County Clerk P. O. Box 1151 Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agree to the terms of this Agreement and has caused this Agreement to be executed on the day of dugust, 2024.

HAMSHIRE-FANNETT ISD:

By:

Name: Dwaine Augustine Superintendent Hamshire-Fannett ISD

Attest:

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 _____, 2024.

JEFFERSON COUNTY:

By:

Name: Roxanne Acosta-Hellberg

Title: County Election Officer for Jefferson County, Texas.

Received and filed: Jefferson County

By: _____ Hon. Jeff Branick Title: County Judge for Jefferson County, Texas.

Attest: County Clerk Jefferson County, Texas

By: _____ Name: Roxanne Acosta-Hellberg Title: County Clerk for Jefferson County, Texas.

Date Copy of agreement Furnished to County Treasurer for Jefferson County, Texas: _____

Date Copy of agreement Furnished to the Auditor for Jefferson County, Texas: _____

ESTIMATED ELECTION COSTS

Costs may be adjusted for changes at the time of the election

#1 Publish Legal Notices		
Publish Legal Notices – the Number of published posts based on type of Election		TBD
#2 Transportation of Voting Equipment		
Rental cost of trucks to transport voting equipment during EV & ED.		TBD
#3 Polling Location Site Rental		
Rental fees charged by locations		TBD
#4 Professional Services		
Contracted services – includes cost of support personnel and mail ballot services		TBD
#5 EV & ED Field Tech Support		
Wages and mileage for Field Technicians		TBD
#6 EV & ED Supplies		
Election Kits – extension cords, seals, PPE, envelopes, power strips, etc.	-	50.00
A – Frames and totems	•	45.00
File box with forms	\$2	50.00
#7 Internet Service for Cell Phones and Wifi Cards		
Cell Phones and Internet Service	\$3	35.00
Wifi Cards and Internet Service	\$35.00	
#8 Printing Fees and Postage		
Cost of all printed ballots (ballots by mail, sample ballots and test ballots)/sheet	\$.50
Mail Ballots per set (completed in house)	\$	TBD
Mail Ballots to be cured per set	\$	TBD
Cost of Activation Cards (ballots)		TBD
#9 Public Test, EVBB, SVC and CCS Personnel Costs		
Payroll costs associated with the operation of the EVBB, SVC, CCS and Public Test.		TBD
#10 Fash Wating Demonstrated other Training		
#10 Early Voting Personnel and Other Training		
Wages, training and expenses for training of Early Voting personnel		TBD
#11 Election Day Personnel		

Wages, training and other expenses for Election Day personnel	TBD
#12 Security and Maintenance Personnel for EV and ED	
Overtime wages for Sheriff Deputies and Maintenance personnel	TBD
#13 & #14 Early Voting & Election Day Equipment Usage Fees	
DS200 Scanner/Tabulator with Cart	\$450.00
Quad Cart with 4 ExpressVote Machines	\$850.00
ExpressVote wit Curbside Cart	\$215.00
ES&S Pollbook + Printer	\$100.00
DS450 – 2 in the Central Counting Station (CCS)	\$1,030.00
#15 - 10% Administrative Fee (TEC Section 31.100)	
10% Administrative Fee allowed by statute.	TBD

*Proportionate costs will be calculated based on the number of voting precincts in the Political Subdivision divided by the total number of voting precincts participating in this election.

**Political Subdivision located in 1 to 5 precincts, in whole or in part, shall not be charged over \$10,000.00 for a joint election with county/state races.

***Political Subdivision requiring run-off elections will be billed 100% of the cost of the election.

****For those elections where the County is not a participant, costs shall be allocated based on the number of precincts, in whole or in part, encompassed by the Political Subdivision.

EARLY VOTING October 21 – November 1

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.

(Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
Localizaciones	Direccion	Cuidad, Estado, Codigo postal
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	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):

October 21 – 25, 2024 (Octubre 21 – 25, 2024)	Monday - Friday (Lunes -Viernes)	8:00 a.m 5:00 p.m.
October 26, 2024 (Octubre 26, 2024)	Saturday (Sábado)	7:00 a.m 7:00 p.m.
October 27, 2024 (Octubre 27, 2024)	Sunday (Domingo)	12:00 p.m 6:00 p.m.
October 28 – November 1, 2024 (Octubre 28 – Noviembre 1, 2024)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY NOVEMBER 5, 2024

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.

(Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
Localizaciones	Direccion	Cuidad, Estado, Codigo postal
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
Hamshire VFD and Community Center	12318 2 nd St	Hamshire, TX 77622
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
El Vista Community Center	615 Ellias Street	Port Arthur, TX 77640
Port Acres Elementary (Main Hallway)	5900 Jade Ave	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
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
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705