

*Notice of Meeting and Agenda and Minutes*  
*August 21, 2017*

**SPECIAL, 8/21/2017 1:30:00 PM**

BE IT REMEMBERED that on August 21, 2017, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

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Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**August 21, 2017**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **21st day of August 2017** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

Immediately following Commissioners Court-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 for deliberation regarding contract negotiations and whereas deliberation in open meeting would have a detrimental effect on the position of the government body in negotiations with a third party.

Immediately following Commissioners Court-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that are in or may require litigation.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two**

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**PURCHASING:**

1. Consider and approve, execute, receive and file a renewal for (IFB 14-035/JW), Term Contract for Hydrated Lime for Jefferson County for a third one (1) year renewal from September 12, 2017 to September 11, 2018 with Lhoist North America.

**SEE ATTACHMENTS ON PAGES 10 - 10**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve award for (IFB 17-024/JW), Taxiway D Reconstruction (2017) at Jack Brooks Regional Airport to Oldcastle Materials Texas, Inc. (dba Gulf Coast an Oldcastle company) in the amount of \$3,167,678.80. The execution of a contract for this project is pending FAA AIP # 33 grant application.

**SEE ATTACHMENTS ON PAGES 11 - 14**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve inter-department transfer of a 2002 Ford F-150 Pickup Truck VIN 1FT12X17W32NA74926 from Sheriff to Maintenance Port Arthur as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 15 - 16**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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4. Consider and approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

**SEE ATTACHMENTS ON PAGES 17 - 20**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 21 - 22**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

6. Consider and approve budget transfer - Juvenile Probation - additional cost for staff mileage reimbursements.

120-3063-424-5005	MILEAGE	\$7,000.00	
120-3063-424-1002	ASSISTANTS & CLERKS		\$7,000.00

**SEE ATTACHMENTS ON PAGES 23 - 23**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Consider and approve budget transfer - Road & Bridge Pct.4 - additional cost.

114-0405-431-3006	BATTERIES	\$500.00	
114-0405-431-3083	TIRES AND TUBES	\$1,500.00	
114-0405-431-3084	MINOR EQUIPMENT	\$500.00	
114-0405-431-4009	BUILDINGS AND GROUNDS	\$1,000.00	
114-0405-431-4018	ROAD MACHINERY	\$2,000.00	
114-0406-431-3019	CULVERTS AND PIPE	\$2,300.00	

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114-0402-431-1028	LABORERS	\$7,800.00
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**SEE ATTACHMENTS ON PAGES 24 - 24**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

8. Receive and file Financial & Operating Statements - County Funds Only for the Month Ending July 30, 2017.

**SEE ATTACHMENTS ON PAGES 25 - 40**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

9. Regular County Bills - check #436935 through checks #437162.

**SEE ATTACHMENTS ON PAGES 41 - 49**

**Motion by: Commissioner Weaver**  
**Second by: Commissioner Arnold**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY CLERK:**

10. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with Sabine Pass ISD for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 50 - 62**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**  
**Abstained: Commissioner Sinegal**  
**Action: APPROVED**

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11. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with Port Neches-Groves ISD for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 63 - 75**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**  
**Abstained: Commissioner Sinegal**  
**Action: APPROVED**

12. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with City of Port Neches for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 76 - 88**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**  
**Abstained: Commissioner Sinegal**  
**Action: APPROVED**

13. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with City of Groves for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 89 - 101**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**  
**Abstained: Commissioner Sinegal**  
**Action: APPROVED**

14. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with Water District No. 10 for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 102 - 113**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Alfred**  
**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**  
**Abstained: Commissioner Sinegal**  
**Action: APPROVED**

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15. Consider and possibly approve, execute, receive and file Joint Election Services Contract and Lease Agreement with Port of Beaumont for the November 7, 2017, election.

**SEE ATTACHMENTS ON PAGES 114 - 126**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred**

**Abstained: Commissioner Sinegal**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

16. Conduct a public hearing regarding the establishment of the Colonial Pipeline Reinvestment Zone pursuant to Sec. 312.201, Texas Tax Code.

**OPEN PUBLIC HEARING NO SPEAKERS CLOSED**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Consider and possibly approve an order to establish the Colonial Pipeline Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

18. Consider and possibly approve a Resolution for Terrie Looney, Ph.D.

**SEE ATTACHMENTS ON PAGES 127 - 127**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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## **COUNTY TREASURER:**

19. Receive and File Investment Schedule for July, 2017, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 128 - 130**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

20. Execute, receive and file Utility Permit 07-U-17 to Entergy Texas Inc. for the boring of an underground power line to Blewitt Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 131 - 136**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

## **SHERIFF'S DEPARTMENT:**

21. Consider and possibly approve granting extended leave without pay for up to 90 days for Sandra Cantue, a Detention Officer with the Jefferson County Correctional Facility.

**SEE ATTACHMENTS ON PAGES 137 - 137**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**DISTRICT ATTORNEY:**

22. Immediately following Commissioners Court-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.0725 for deliberation regarding contract negotiations and whereas deliberation in open meeting would have a detrimental effect on the position of the government body in negotiations with a third party.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

23. Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding matters that are in or may require litigation.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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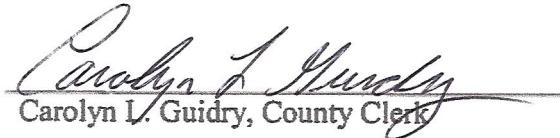
**Jeff R. Branick**  
**County Judge**

**CONTRACT RENEWAL FOR IFB 14-035/JW  
TERM CONTRACT FOR HYDRATED LIME FOR  
JEFFERSON COUNTY**

The County entered into a contract with Lhoist North America for one (1) year, from September 15, 2014 to September 14, 2015, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 12, 2017 to September 11, 2018.

ATTEST:

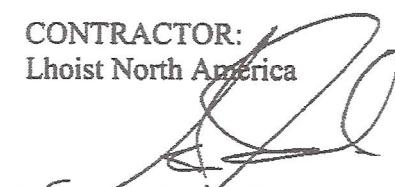
  
Carolyn L. Guidry, County Clerk



JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge

CONTRACTOR:  
Lhoist North America

  
(Name)



12141 Wickchester Lane  
 Suite 640  
 Houston, TX 77079  
 TEL 713.491.8333  
 FAX 713.395.5486  
[www.GarverUSA.com](http://www.GarverUSA.com)

August 14, 2017

Mr. Alex Rupp  
 Jack Brooks Regional Airport  
 5000 Jerry Ware Blvd.  
 Beaumont, TX 77705

Re: JACK BROOKS REGIONAL AIRPORT – Taxiway ‘D’ Reconstruction (2017) Ware Ramp to  
 Taxiway ‘F’ Recommendation of Award

Dear Mr. Rupp:

Bids were received for the Jack Brooks Regional Airport Taxiway ‘D’ Reconstruction (2017) project at the Jefferson County Courthouse at 11:00 am on August 8, 2017. A tabulation of the bids received is enclosed with this letter. For this project, our estimate of the bid was \$3,167,678.80.

We have reviewed the bid proposal for compliance with the “Instructions to Bidders”. Each bid was to include the following.

- Bid Bond
- Completed Proposal
- Acceptance of Addenda
- Statement of Bidder’s Qualifications

A total of four bids were received on the project; and all bidders provided the required information. The bids have been evaluated based on the total amount bid. In our review of the bids, we found mathematical errors in the bid submitted by Mitchell Enterprises. However, the low bidder, Oldcastle Materials Texas, submitted a base bid in the amount of \$3,167,678.80 for a total bid of \$3,167,678.80. We found no errors in the Oldcastle Materials bid.

Based on these findings we feel that it is in the best interest of Jefferson County and Jack Brooks Regional Airport to award the Taxiway ‘D’ Reconstruction (2017) contract to Oldcastle Materials Texas, of Beaumont, Texas.

Please contact me if you have any questions.

Sincerely,

Garver, LLC

*Colin Bible*

Colin M. Bible, PE  
 Project Manager

Attachments: Bid Tabulation

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JACK BROOKS REGIONAL AIRPORT  
TAXIWAY D RECONSTRUCTION (2017)  
FINAL BID TABULATION - SCHEDULE 1  
BID OPENING: 08/08/17; 11:00 A.M.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Oldcastle Material low bidder			Mitchell Enterprises 2nd low bidder			Triple B Services 3rd low bidder			Allco LLC 4th low bidder		
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SECTION 105	MOBILIZATION	L.S.	1	\$55,000.00	\$55,000.00	\$322,520.81	\$322,520.81	\$285,000.00	\$285,000.00	\$147,400.00	\$147,400.00	\$147,400.00	\$147,400.00	\$147,400.00	\$147,400.00
2	SS-120-1	SITE PREPARATION	L.S.	1	\$310,000.00	\$310,000.00	\$176,048.94	\$176,048.94	\$275,000.00	\$275,000.00	\$112,500.00	\$112,500.00	\$112,500.00	\$112,500.00	\$112,500.00	\$112,500.00
3	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1	\$2,150.00	\$2,150.00	\$9,187.00	\$9,187.00	\$2,365.78	\$2,365.78	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
4	SS-300-5.2	NON-ENCASED, SCHEDULE 80 PVC CONDUIT, 1-WAY 1" C, MOUNTED TO SURFACE FOR TEMPORARY ELECTRICAL CONNECTION	L.F.	5,000	\$5.10	\$25,500.00	\$4.07	\$20,350.00	\$5.50	\$27,500.00	\$5.25	\$26,250.00	\$26,250.00	\$26,250.00	\$26,250.00	
5	SS-301-5.1	EXISTING CONCRETE ENCASED, 2'Wx2'L ELECTRICAL HANDBOLE, REMOVED	EACH	1	\$1,800.00	\$1,800.00	\$1,027.00	\$1,027.00	\$600.00	\$600.00	\$575.00	\$575.00	\$575.00	\$575.00	\$575.00	\$575.00
6	SS-301-5.2	EXISTING CONCRETE ENCASED, 3'Wx3'L FAA-STYLE ELECTRICAL HANDBOLE, REMOVED	EACH	3	\$1,100.00	\$3,300.00	\$1,286.33	\$3,858.99	\$600.00	\$1,800.00	\$575.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	
7	SS-301-5.3	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EACH	71	\$163.00	\$11,573.00	\$75.66	\$5,371.86	\$200.00	\$14,200.00	\$170.00	\$12,070.00	\$12,070.00	\$12,070.00	\$12,070.00	
8	SS-301-5.4	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED	EACH	2	\$1,150.00	\$2,300.00	\$97.50	\$195.00	\$235.00	\$470.00	\$220.00	\$440.00	\$440.00	\$440.00	\$440.00	
9	SS-301-5.5	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED, BASE TO REMAIN	EACH	1	\$230.00	\$230.00	\$49.00	\$49.00	\$260.00	\$260.00	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00
10	SS-301-5.6	ABANDONED WIND CONE BASE, REMOVED	EACH	1	\$1,140.00	\$1,140.00	\$576.00	\$576.00	\$355.00	\$355.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00
11	SS-301-5.7	EXISTING WIND CONE AND FOUNDATION, REMOVED	EACH	1	\$1,140.00	\$1,140.00	\$1,621.00	\$1,621.00	\$425.00	\$425.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$210.00
12	SS-301-5.8	EXISTING SEGMENTED CIRCLE MARKER SYSTEM, REMOVED	EACH	1	\$1,050.00	\$1,050.00	\$1,946.00	\$1,946.00	\$3,400.00	\$3,400.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
13	SS-301-5.9	ABANDONED SIGN BASE, REMOVED	EACH	4	\$890.00	\$3,560.00	\$518.75	\$2,075.00	\$300.00	\$1,200.00	\$86.00	\$344.00	\$344.00	\$344.00	\$344.00	\$344.00
14	SS-301-5.10	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EACH	19	\$204.00	\$3,876.00	\$825.68	\$15,687.92	\$285.00	\$5,415.00	\$212.00	\$4,028.00	\$4,028.00	\$4,028.00	\$4,028.00	\$4,028.00
15	SS-301-5.11	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED, BASE TO REMAIN	EACH	4	\$228.00	\$912.00	\$197.50	\$790.00	\$280.00	\$1,120.00	\$238.00	\$952.00	\$952.00	\$952.00	\$952.00	\$952.00
16	SS-301-5.12	CONCRETE ENCASED DUCT BANK REMOVAL	L.F.	650	\$19.80	\$12,870.00	\$16.02	\$10,413.00	\$6.00	\$3,900.00	\$0.50	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00
17	SS-305-5.1	DIRECTIONAL BORING, 2-WAY 2" C POLYETHYLENE CONDUITS	L.F.	400	\$51.00	\$20,400.00	\$97.28	\$38,912.00	\$55.00	\$22,000.00	\$51.00	\$20,400.00	\$20,400.00	\$20,400.00	\$20,400.00	\$20,400.00
18	SS-310-5.1	L-858(L) BASE MOUNTED, 2-MODULE GUIDANCE SIGN, INSTALLED	EACH	4	\$5,050.00	\$20,200.00	\$3,923.50	\$15,694.00	\$5,400.00	\$21,600.00	\$5,100.00	\$20,400.00	\$20,400.00	\$20,400.00	\$20,400.00	\$20,400.00
19	SS-310-5.2	L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED	EACH	4	\$6,600.00	\$26,400.00	\$5,220.50	\$20,882.00	\$7,000.00	\$28,000.00	\$6,600.00	\$26,400.00	\$26,400.00	\$26,400.00	\$26,400.00	\$26,400.00
20	SS-310-5.3	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EACH	75	\$1,050.00	\$78,750.00	\$772.81	\$57,960.75	\$1,150.00	\$86,250.00	\$1,010.00	\$75,750.00	\$75,750.00	\$75,750.00	\$75,750.00	\$75,750.00
21	SS-310-5.4	L-852T(L) LOW PROFILE BASE MOUNTED IN-PAVEMENT TAXIWAY EDGE LIGHT, INSTALLED IN EXISTING PAVEMENT	EACH	1	\$4,100.00	\$4,100.00	\$2,610.00	\$2,610.00	\$4,300.00	\$4,300.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
22	SS-310-5.5	FIELD LIGHTNING ARRESTOR, INSTALLED	EACH	5	\$775.00	\$3,875.00	\$702.60	\$3,513.00	\$1,000.00	\$5,000.00	\$760.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
23	SS-310-5.6	VEHICLE SIGN ASSEMBLY, INSTALLED	L.S.	1	\$6,100.00	\$6,100.00	\$519.00	\$519.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	1st low bidder		2nd low bidder		3rd low bidder		4th low bidder	
					UNIT PRICE	AMOUNT						
24	D-701-1	18" REINFORCED CONCRETE PIPE (CLASS III)	L.F.	275	\$90.00	\$24,750.00	\$95.12	\$26,158.00	\$88.00	\$24,200.00	\$70.00	\$19,250.00
25	D-751-1	4'X4' SINGLE GRATE INLET (HEAVY-DUTY)	EACH	1	\$5,400.00	\$5,400.00	\$6,405.00	\$6,405.00	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
26	D-751-2	4'X4' JUNCTION BOX	EACH	1	\$5,400.00	\$5,400.00	\$5,420.00	\$5,420.00	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00
27	P-101-1	CONCRETE PAVEMENT REMOVAL	S.Y.	18,355	\$11.00	\$201,905.00	\$5.89	\$108,110.95	\$15.00	\$275,325.00	\$17.00	\$312,035.00
28	P-101-2	MILLING AND REMOVAL OF ASPHALT PAVEMENT SURFACING (4" THICKNESS)	S.Y.	4,239	\$7.70	\$32,640.30	\$15.71	\$66,594.69	\$6.75	\$28,613.25	\$10.00	\$42,390.00
29	P-152-1	UNCLASSIFIED EXCAVATION	C.Y.	2,250	\$13.50	\$30,375.00	\$50.44	\$113,490.00	\$12.00	\$27,000.00	\$21.00	\$47,250.00
30	P-152-2	BORROW EXCAVATION	C.Y.	5,500	\$19.00	\$104,500.00	\$8.19	\$45,045.00	\$16.00	\$88,000.00	\$34.00	\$187,000.00
31	P-152-3	UNSUITABLE EXCAVATION	C.Y.	750	\$17.00	\$12,750.00	\$12.25	\$9,187.50	\$12.50	\$9,375.00	\$25.00	\$18,750.00
32	P-154-1	8" SUBBASE COURSE	S.Y.	15,172	\$19.50	\$295,854.00	\$28.06	\$425,726.32	\$24.50	\$371,714.00	\$26.00	\$394,472.00
33	P-155-1	16" LIME-TREATED SUBGRADE	S.Y.	16,159	\$7.00	\$113,113.00	\$15.20	\$245,616.80	\$8.25	\$133,311.75	\$19.00	\$307,021.00
34	P-155-2	LIME	TON	600	\$200.00	\$120,000.00	\$194.55	\$116,730.00	\$180.00	\$108,000.00	\$199.25	\$119,550.00
35	P-156-1	TEMPORARY EROSION CONTROL	L.S.	1	\$23,300.00	\$23,300.00	\$14,787.00	\$14,787.00	\$22,000.00	\$22,000.00	\$16,500.20	\$16,500.20
36	P-501-1	12.5" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	14,359	\$82.00	\$1,177,438.00	\$95.00	\$1,364,105.00	\$90.00	\$1,292,310.00	\$104.00	\$1,493,336.00
37	P-605-1	CONCRETE JOINT CLEAN AND SEAL	L.F.	1,500	\$2.80	\$4,200.00	\$3.51	\$5,265.00	\$10.00	\$15,000.00	\$6.43	\$9,645.00
38	P-620-1	RETRO-REFLECTIVE PAVEMENT MARKINGS	S.F.	2,650	\$3.90	\$10,335.00	\$5.40	\$14,310.00	\$1.25	\$3,312.50	\$4.20	\$11,130.00
39	P-620-2	NON-REFLECTIVE BLACK OUTLINE	S.F.	4,300	\$2.00	\$8,600.00	\$3.57	\$15,351.00	\$1.25	\$5,375.00	\$3.20	\$13,760.00
40	P-620-3	PAVEMENT MARKING REMOVAL	L.S.	1	\$20,000.00	\$20,000.00	\$4,648.00	\$4,648.00	\$4,000.00	\$4,000.00	\$10,250.00	\$10,250.00
41	P-631-7.1	REFINED COAL TAR EMULSION WITH ADDITIVES FOR SLURRY COAT	S.Y.	18,637	\$4.60	\$85,730.20	\$2.07	\$38,578.59	\$6.60	\$123,004.20	\$3.50	\$65,229.50
42	T-901-1	SEEDING, INCLUDING FERTILIZING AND WATERING	ACRE	7	\$1,800.00	\$13,320.00	\$7,241.76	\$53,589.02	\$3,350.00	\$24,790.00	\$2,582.00	\$19,106.80
43	T-904-1	SODDING	S.Y.	1,405	\$3.60	\$5,058.00	\$12.97	\$18,222.85	\$4.50	\$6,322.50	\$10.50	\$14,752.50
44	T-905-1	TOPSOILING (OBTAINED ON SITE OR REMOVED FROM STOCKPILE; 2" THICKNESS)	S.Y.	36,567	\$1.65	\$60,335.55	\$3.43	\$125,424.81	\$1.50	\$54,850.50	\$1.25	\$45,708.75
45	L-107-5.1	L-807(L), STYLE I-B, SIZE 2 WIND CONE AND FOUNDATION, IN PLACE	EACH	1	\$9,200.00	\$9,200.00	\$8,241.00	\$8,241.00	\$10,000.00	\$10,000.00	\$9,300.00	\$9,300.00
46	L-107-5.2	SEGMENTED CIRCLE MARKER SYSTEM, IN PLACE	EACH	1	\$15,600.00	\$15,600.00	\$16,494.00	\$16,494.00	\$16,500.00	\$16,500.00	\$16,000.00	\$16,000.00
47	L-108-5.1	TRENCHING FOR DIRECT-BURIED CABLE, 18 INCH MINIMUM DEPTH	L.F.	300	\$5.90	\$1,770.00	\$2.76	\$828.00	\$6.40	\$1,920.00	\$6.00	\$1,800.00
48	L-108-5.2	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	L.F.	15,200	\$1.25	\$19,000.00	\$1.13	\$17,176.00	\$2.35	\$35,720.00	\$1.30	\$19,760.00
49	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	L.F.	6,500	\$1.25	\$8,125.00	\$1.35	\$8,775.00	\$1.55	\$10,075.00	\$1.30	\$8,450.00
50	L-108-5.4	NO. 1/0 AWG, STRANDED, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	L.F.	350	\$3.05	\$1,067.50	\$1.75	\$612.50	\$3.50	\$1,225.00	\$3.25	\$1,137.50
51	L-108-5.5	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	L.F.	5,600	\$2.55	\$14,280.00	\$1.89	\$10,584.00	\$3.00	\$16,800.00	\$2.60	\$14,560.00

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	1st low bidder		2nd low bidder		3rd low bidder		4th low bidder	
					UNIT PRICE	AMOUNT						
52	L-108-5.6	NO. 6 AWG STRANDED, 600V RATED, TYPE THHN/THWN-2 CABLE, INSTALLED IN DUCT BANK OR CONDUIT	L.F.	150	\$1.25	\$187.50	\$0.85	\$127.50	\$2.00	\$300.00	\$1.50	\$225.00
53	L-108-5.7	NO. 8 AWG STRANDED, 600V RATED, TYPE THHN/THWN-2, GREEN INSULATED EQUIPMENT GROUND, INSTALLED IN DUCT BANK OR CONDUIT	L.F.	75	\$1.25	\$93.75	\$0.78	\$58.50	\$1.80	\$135.00	\$1.45	\$108.75
54	L-110-5.1	NON-ENCASED, ELECTRICAL CONDUIT, 1-WAY 2"C	L.F.	5,600	\$8.55	\$47,880.00	\$6.21	\$34,776.00	\$10.00	\$56,000.00	\$8.60	\$48,160.00
55	L-110-5.2	NON-ENCASED, ELECTRICAL DUCT BANK, 2-WAY 2"C	L.F.	70	\$10.00	\$700.00	\$12.97	\$907.90	\$11.30	\$791.00	\$11.00	\$770.00
56	L-110-5.3	NON-ENCASED, SCHEDULE 40 PVC DRAIN CONDUIT, 1-WAY 2"C	L.F.	225	\$10.00	\$2,250.00	\$5.68	\$1,278.00	\$11.30	\$2,542.50	\$11.00	\$2,475.00
57	L-110-5.4	ENCASED, ELECTRICAL CONDUIT, 1-WAY 2"C, WITH FLOWABLE FILL AND SAWCUT PAVEMENT REPAIR	L.F.	275	\$61.00	\$16,775.00	\$51.20	\$14,080.00	\$64.00	\$17,600.00	\$72.00	\$19,800.00
58	L-110-5.5	CONCRETE ENCASED, ELECTRICAL DUCT BANK, 2-WAY 2"C	L.F.	125	\$56.00	\$7,000.00	\$21.62	\$2,702.50	\$60.00	\$7,500.00	\$57.00	\$7,125.00
59	L-110-5.6	FAA-STYLE, CONCRETE ENCASED, SPLIT DUCT CONDUIT, 1-WAY 3"C	L.F.	700	\$86.00	\$60,200.00	\$20.50	\$14,350.00	\$90.00	\$63,000.00	\$90.00	\$63,000.00
61	L-115-5.1	CONCRETE ENCASED ELECTRICAL JUNCTION STRUCTURE, L-867 CLASS 1, SIZE 12" DIAMETER BY 24" DEPTH	EACH	2	\$780.00	\$1,560.00	\$385.00	\$770.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
62	L-115-5.2	CONCRETE ENCASED ELECTRICAL JUNCTION STRUCTURE, L-867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH	EACH	8	\$870.00	\$6,960.00	\$420.00	\$3,360.00	\$1,150.00	\$9,200.00	\$890.00	\$7,120.00
63	L-115-5.3	ADJUST MANHOLE TO NEW GRADE	EACH	1	\$3,800.00	\$3,800.00	\$2,131.00	\$2,131.00	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00
TOTALS						\$3,167,678.80		\$3,671,825.70		\$3,676,872.98		\$3,852,312.00



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701      Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: August 15, 2017

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2002 Ford F-150 Pickup Truck VIN 1FT12X17W32NA74926 from Sheriff to Maintenance Port Arthur as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

## INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2002 Ford F-150 Pickup Truck	Sheriff	1FTRX17W32NA74926	26612	Maintenance - Port Arthur

Approved by Commissioners' Court: \_\_\_\_\_



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701      Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

Date: August 14, 2017

Re: Donation of Salvage Property – Computers & Equipment

Consider and possibly approve donation of salvage property as authorized by Local Government Code §263.152 (a) (4), by donating it to a charitable organization, Goodwill Industries.

Thank you.

Jefferson County Surplus  
to be  
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
PERSONAL COMPUTERS				
MIS	GATEWAY E-4100-C	0034365866	25BT	28754
MIS	GATEWAY E-4100-C	0034774395	52BT	28175
MIS	GATEWAY M255-E	0036906323	32BT	30128
MIS	GATEWAY E-6610D	0040454216	115	32365
MIS	GATEWAY E-6610D	0040525121	FORDPK	32518
MIS	DELL OPTIPLEX 755	HLPKKH1	59BT	33176
MIS	DELL OPTIPLEX 755	FB0PTK1	59BT	33178
MIS	GATEWAY E-9425R	0038891964	25BT	33263
MIS	DELL OPTIPLEX 760	GBV8TK1	SMG	33419
MIS	DELL OPTIPLEX 760	7KC2PN1	63BT	33796
MIS	DELL VOSTRO 1720	JYJ0QK1	13BT	33483
MIS	DELL OPTIPLEX 780	7KCZNN1	63BT	33789
MIS	DELL OPTIPLEX 780	7KC2PN1	63BT	33803
MIS	DELL OPTIPLEX 780	7K72PN1	63BT	33798
MIS	DELL OPTIPLEX 780	7K51PN1	63BT	33802
MIS	DELL OPTIPLEX 780	7K81PN1	63BT	33810
MIS	DELL OPTIPLEX 780	7KD0PN1	63BT	33807
MIS	DELL OPTIPLEX 780	7K32PN1	63BT	33808
MIS	DELL OPTIPLEX 780	7KB1PN1	63BT	33811
MIS	DELL OPTIPLEX 780	7K92PN1	63BT	33811
MIS	DELL OPTIPLEX 780	D62FDQ1	59BT	33878
MIS	DELL OPTIPLEX 380	4GFLFQ1	14BT	33880
MIS	DELL OPTIPLEX 380	4GMMFQ1	14BT	33881
MIS	DELL OPTIPLEX 380	4GGLFQ1	14BT	33882
MIS	DELL OPTIPLEX 380	4GKKFQ1	14BT	33883
MIS	DELL OPTIPLEX 380	4GCKFQ1	14BT	33884
MIS	DELL OPTIPLEX 380	4GCMFQ1	14BT	33885
MIS	DELL OPTIPLEX 380	4GHMFQ1	14BT	33886
MIS	DELL OPTIPLEX 380	4GULFQ1	14BT	33887

*contact person: Andrae Thierry*

Jefferson County Surplus  
to be  
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
PERSONAL COMPUTERS				
MIS	DELL OPTIPLEX 380	4GRKFQ1	1BT	33888
MIS	DELL OPTIPLEX 380	4GQMFQ1	1BT	33889
MIS	DELL OPTIPLEX 380	4GPKFQ1	1BT	33890
MIS	DELL OPTIPLEX 380	4GJMFQ1	1BT	33891
MIS	DELL OPTIPLEX 380	4GHKFQ1	1BT	33892
MIS	DELL OPTIPLEX 380	4G9LFQ1	1BT	33894
MIS	DELL OPTIPLEX 380	4GLLFQ1	1BT	33895
MIS	DELL OPTIPLEX 380	4G8KFQ1	1BT	33896
MIS	DELL OPTIPLEX 380	4GDLFQ1	1BT	33897
MIS	DELL OPTIPLEX 380	4GBMFQ1	1BT	33898
MIS	DELL OPTIPLEX 380	4GFKFQ1	1BT	33899
MIS	DELL OPTIPLEX 380	4G8MFQ1	1BT	33900
MIS	DELL OPTIPLEX 380	4GGKFQ1	1BT	33901
MIS	DELL OPTIPLEX 380	4GPMFQ1	1BT	33902
MIS	DELL OPTIPLEX 380	4G7MFQ1	1BT	33903
MIS	DELL OPTIPLEX 380	4GNLFQ1	1BT	33904
MIS	DELL OPTIPLEX 380	4GMLFQ1	1BT	33905
MIS	DELL OPTIPLEX 380	4GNKLFQ1	1BT	33908
MIS	DELL OPTIPLEX 380	4GJKFQ1	1BT	33909
MIS	DELL OPTIPLEX 380	4GKLFQ1	1BT	33911
MIS	DELL OPTIPLEX 380	4G9KLFQ1	1BT	33914
MIS	DELL OPTIPLEX 380	4G6KFQ1	1BT	33920
MIS	DELL OPTIPLEX 380	4G6NFQ1	1BT	33922
MIS	DELL OPTIPLEX 380	4G5NFQ1	1BT	33923
MIS	DELL OPTIPLEX 380	4GTMFQ1	1BT	33924
MIS	DELL OPTIPLEX 380	4GSLFQ1	1BT	33925
MIS	DELL OPTIPLEX 380	4GTLFQ1	1BT	33926
MIS	DELL OPTIPLEX 380	4GTKFQ1	1BT	33927
MIS	DELL OPTIPLEX 380	4GRMFQ1	1BT	33928

*contact person: Andrae Thierry*

Jefferson County Surplus  
to be  
Donated to Goodwill

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	DEPARTMENT	ASSET NO.
	<u>PERSONAL COMPUTERS</u>			
MIS	DELL OPTIPLEX 380	4GSKFQ1	14BT	33929
MIS	DELL OPTIPLEX 380	4GSMFQ1	14BT	33930
MIS	DELL OPTIPLEX 380	4GNMFQ1	14BT	33931
MIS	DELL OPTIPLEX 380	4G9MFQ1	14BT	33933
MIS	DELL OPTIPLEX 380	4G8LFQ1	14BT	33934
MIS	DELL OPTIPLEX 380	4GLKFQ1	14BT	33940
MIS	DELL OPTIPLEX 380	4GQLFQ1	14BT	33941
MIS	DELL OPTIPLEX 380	4GQLFQ1	14BT	33942
	<u>Printers</u>			
MIS	HP LJ P3005N	CNJ2R19291	11BT	33252
MIS	HP Designjet Plotter	SG7BT4Y021	115	33237
MIS	HP DJ 722C	MY8941518Y	15BT	23492
	<u>Scanners</u>			
MIS	Samsung SCX-4826FN	6575BAHZZ302445	14BT	34173
MIS	Fujitsu Scanner			
MIS	15 Monitors			
MIS	2 Switches			
MIS	A box of Keyboards, Mice, Various plugs, cables and accessories			
	<b>contact person: Andrae Thierry</b>			



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701      Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature of "DC" in cursive script.

Date: August 17, 2017

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

**DISPOSAL OF SALVAGE PROPERTY**  
August 21, 2017

Approved by Commissioners' Court:



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,  
Chief Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

**To:** Fran Lee

Auditor's Office

**From:** Edward J. Cockrell, Sr

Chief Juvenile Probation Officer

**Date:** August 14, 2017

**Re:** **Budget Transfer**

I am requesting the following budget transfer from line item **120-3063**:

From: 120-3063-424.10-02	Assistants and Clerks	\$7,000
To: 120-3063-424.50-05	Mileage	\$7,000

This transfer is needed for staff mileage cost for the duration of the budget year.



# MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct 4 

Date: August 14, 2017

RE: Transfer Funds – Out of Series

---

Please make the following transfers from account # 114-0402-431.10-28 (Laborers) into the following accounts for additional cost of batteries, tires, equipment repairs, building materials, and pipes:

- **\$500** into account # 114-0405-431.30-06 (Batteries)
- **\$1,500** into account # 114-0405-431.30-83 (Tires and Tubes)
- **\$500** into account # 114-0405-431.30-84 (Minor Equipment)
- **\$1,000** into account # 114-0405-431.40-09 (Buildings and Grounds)
- **\$2,000** into account # 114-0405-431.40-18 (Road Machinery); and
- **\$2,300** into account # 114-0406-431.30-19 (Culverts and Pipe).

Thank you.

EA/nr

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2017



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

August 16, 2017

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2017 together with the results of operations of the budget for the tenth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending July 31, 2017 is \$108,485,911. Budgeted Revenues are \$116,921,656 leaving \$8,435,745 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$78,353,764 for the first ten months of the year. This amount represents 99% of the budgeted amount of \$79,071,350.

**Sales Taxes:**

Seventy-two percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$23,950,000.

Page Two

**Licenses & Permits:**

Eighty percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$420,620 for the year.

**Intergovernmental:**

Seventy-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,360,786.

**Fees:**

Ninety-seven percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,267,800 for the year.

**Fines and Forfeitures:**

Eighty-three percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

**Interest:**

Seventy percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$227,100.

**Other Revenues:**

Ninety-six percent has been collected in Other Revenues. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

**Expenditures:**

Overall for the County's budgeted funds, seventy-nine percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$125,086,716, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,406,694 for the fiscal year ending September 30, 2017.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "PS".

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING JULY 31, 2017  
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Jefferson County, Texas  
 Consolidated Balance Sheet  
 For the Month Ending July 31, 2017

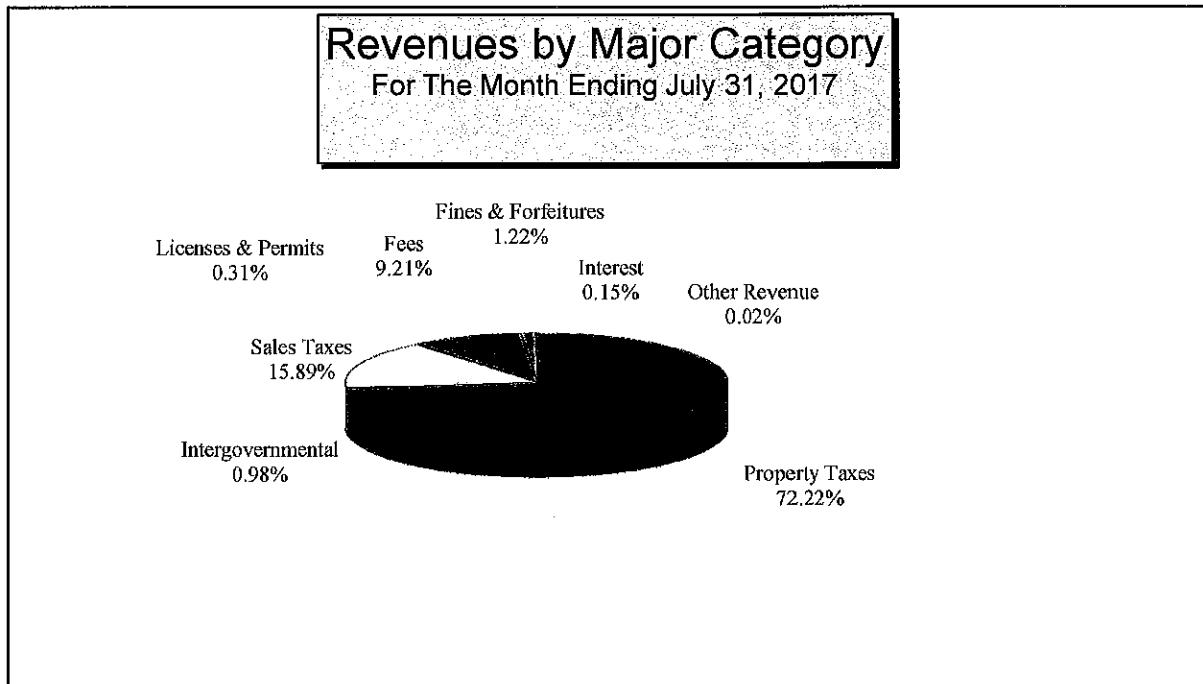
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<b><u>ASSETS</u></b>							
Cash and Cash Equivalents	\$ 58,778,788	20,093,737	4,036,336	625,255	(500,779)	(6,064,522)	\$ 76,968,815
Receivables & Prepads	6,521,352	64,257	-	143,816	41,709	-	6,771,134
Intergovernmental Receivables	3,173,294	-	-	-	-	-	3,173,294
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	532,589	32,235	-	-	112,616	-	677,440
Other Assets	-	-	-	-	82,987,576	-	82,987,576
<b>Total Assets</b>	<b>\$ 69,156,023</b>	<b>\$ 20,190,229</b>	<b>\$ 4,036,336</b>	<b>\$ 769,071</b>	<b>\$ 82,641,122</b>	<b>\$ (6,064,522)</b>	<b>\$ 170,728,259</b>
<b><u>LIABILITIES AND FUND BALANCE/EQUITY</u></b>							
Payables	\$ 4,121,035	624,488	-	-	1,410,315	1,660,846	\$ 7,816,684
Intergovernmental Payables	360	-	-	-	46	-	406
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	8,641,434	-	-	131,574	267,314	-	9,040,322
<b>Fund Balance/Equity</b>	<b>\$ 56,393,194</b>	<b>\$ 19,565,741</b>	<b>\$ 4,036,336</b>	<b>\$ 637,497</b>	<b>\$ 80,963,447</b>	<b>\$ (7,725,368)</b>	<b>\$ 153,870,847</b>
<b>Total Liabilities and Fund Balance/Equity</b>	<b>\$ 69,156,023</b>	<b>\$ 20,190,229</b>	<b>\$ 4,036,336</b>	<b>\$ 769,071</b>	<b>\$ 82,641,122</b>	<b>\$ (6,064,522)</b>	<b>\$ 170,728,259</b>

Jefferson County, Texas  
 Statement of Changes in Fund Balances  
 For The Month Ending July 31, 2017

	6/30/2017	For the Month Ending July 31, 2017				7/31/2017
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 478,336	\$ 6,936	\$ 55,223	\$ -	\$ -	\$ 430,049
Road & Bridge Pct. 1	3,035,612	72,564	92,684	-	-	3,015,492
Road & Bridge Pct. 2	1,149,127	64,752	126,469	-	-	1,087,410
Road & Bridge Pct. 3	979,723	61,181	133,331	-	-	907,573
Road & Bridge Pct. 4	1,994,315	82,982	124,266	-	-	1,953,031
Engineering Fund	302,015	4,522	63,504	-	-	243,033
Parks & Recreation	107,929	5,131	10,613	-	-	102,447
General Fund	48,891,449	3,463,155	7,757,415	(553,367)	-	44,043,822
Mosquito Control Fund	1,162,842	9,257	230,554	-	-	941,545
Tobacco Settlement Fund	<u>3,668,129</u>	<u>663</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,668,792</u>
 Total General Funds	 61,769,477	 3,771,143	 8,594,059	 (553,367)	 -	 56,393,194
 Total Special Revenue Funds	 19,041,296	 1,774,515	 1,311,933	 17,567	 44,296	 19,565,741
 Total Capital Project Funds	 4,152,169	 2,113,496	 2,229,329	 -	 -	 4,036,336
 Total Debt Service Funds	 6,002,429	 30,533	 5,395,465	 -	 -	 637,497
 Total Enterprise Funds	 80,760,596	 587,913	 920,862	 535,800	 -	 80,963,447
 Total Internal Service Funds	 <u>(6,744,607)</u>	 <u>1,440,180</u>	 <u>2,420,941</u>	 <u>-</u>	 <u>-</u>	 <u>(7,725,368)</u>
 Total Balances	 <u>\$ 164,981,360</u>	 <u>\$ 9,717,780</u>	 <u>\$ 20,872,589</u>	 <u>\$ -</u>	 <u>\$ 44,296</u>	 <u>\$ 153,870,847</u>

**Jefferson County Texas**  
**Statement of Revenues by Category - Compared with Budget Allocation**  
**For The Month Ending July 31, 2017**

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 78,353,764	\$ 79,071,350	\$ 717,586	0.91%
Sales Taxes	17,239,181	23,950,000	6,710,819	28.02%
Licenses & Permits	334,914	420,620	85,706	20.38%
Intergovernmental	1,059,199	1,360,786	301,587	22.16%
Fees	9,993,944	10,267,800	273,856	2.67%
Fines & Forfeitures	1,322,143	1,600,000	277,857	17.37%
Interest	159,642	227,100	67,458	29.70%
Other Revenue	23,124	24,000	876	3.65%
	<b>\$ 108,485,911</b>	<b>\$ 116,921,656</b>	<b>\$ 8,435,745</b>	<b>7.21%</b>



**Jefferson County, Texas**  
**Statement of Revenues - Compared With Budget Allocation**  
**For The Month Ending July 31, 2017**

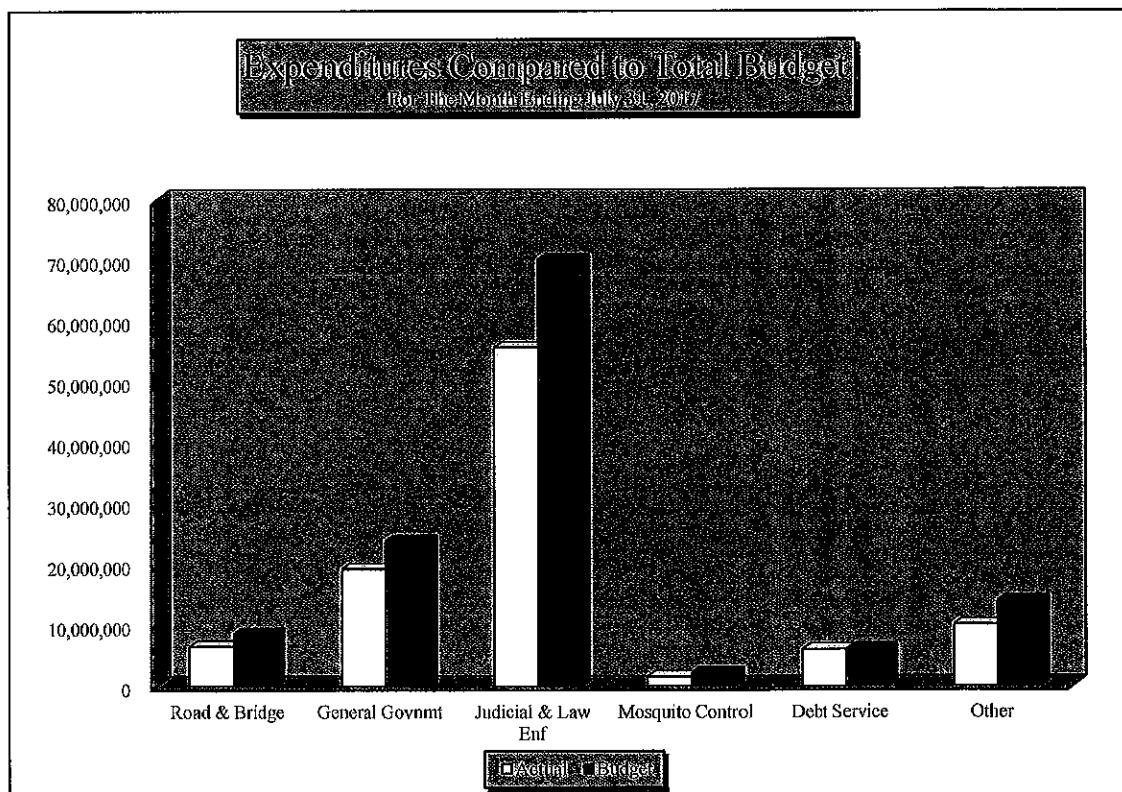
	October 2016							Cumulative			Annual		Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance		
<b>Jury Fund</b>													
Current Taxes	\$ 51,307	\$ 121,321	\$ 108,453	\$ 3,844	\$ 1,867	\$ 1,163	\$ 1,721	\$ 1,165	\$ 290,841	\$ 293,589	\$ 2,748		
Delinquent Taxes	1,585	435	382	757	356	670	366	405	4,956	5,527	571		
Jury Fees	9,117	4,287	5,673	4,618	4,615	4,726	5,919	5,366	44,321	32,000	(12,321)		
Other Revenue	76,772	21,420	17,000	-	-	14,994	51,340	-	181,526	400,000	218,474		
<b>Road &amp; Bridge Pct. 1</b>													
Current Taxes	98,835	233,706	208,917	7,405	3,594	2,240	3,314	2,244	560,255	565,552	5,297		
Delinquent Taxes	2,071	569	499	989	466	876	479	529	6,478	7,224	746		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		
Auto Registration Fees	-	81,287	-	-	-	-	504,996	-	586,283	575,740	(10,543)		
Road & Bridge Fees	109,563	49,315	43,259	64,876	51,566	49,314	55,488	45,696	469,077	562,655	93,578		
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-		
Fines and Forfeitures	42,608	15,976	17,936	27,161	26,978	18,105	23,937	24,095	196,796	235,530	38,734		
<b>Road &amp; Bridge Pct. 2</b>													
Current Taxes	90,564	214,149	191,434	6,785	3,293	2,053	3,037	2,055	513,370	518,225	4,855		
Delinquent Taxes	1,899	521	457	907	427	802	439	485	5,937	6,620	683		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		
Auto Registration Fees	-	74,485	-	-	-	-	462,736	-	537,221	527,560	(9,661)		
Road & Bridge Fees	96,227	43,312	37,994	56,979	45,289	43,312	48,734	40,134	411,981	515,570	103,589		
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-		
Fines and Forfeitures	39,041	14,639	16,435	24,888	24,720	16,590	21,934	22,078	180,325	215,820	35,495		
<b>Road &amp; Bridge Pct. 3</b>													
Current Taxes	82,671	195,484	174,750	6,195	3,006	1,874	2,772	1,877	468,629	473,059	4,430		
Delinquent Taxes	1,733	476	417	828	390	733	401	443	5,421	6,043	622		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-		
Auto Registration Fees	-	67,993	-	-	-	-	422,406	-	490,399	481,580	(8,819)		
Road & Bridge Fees	89,826	40,431	35,466	53,188	42,276	40,430	45,492	37,464	384,573	470,635	86,062		
Sales, Rentals & Services	(250)	-	3,291	(723)	(1,881)	539	-	1,243	2,219	-	(2,219)		
Fines and Forfeitures	35,639	13,364	15,003	22,719	22,566	15,144	20,022	20,154	164,611	197,010	32,399		
<b>Road &amp; Bridge Pct. 4</b>													
Current Taxes	105,595	249,693	223,207	7,912	3,840	2,394	3,541	2,397	598,579	604,236	5,657		
Delinquent Taxes	2,213	607	533	1,057	498	936	512	565	6,921	7,718	797		
Intergovernmental Revenue	-	-	-	-	-	-	-	4,829	4,829	1,200	(3,629)		
Auto Registration Fees	-	86,847	-	-	-	-	539,537	-	626,384	615,120	(11,264)		
Road & Bridge Fees	114,734	51,642	45,301	67,937	53,999	51,641	58,106	47,852	491,212	601,140	109,928		
Sales, Rentals & Services	(563)	400	-	202	28,821	3,450	2,815	1,600	36,725	-	(36,725)		
Fines and Forfeitures	45,518	17,067	19,161	29,017	-	19,341	25,572	25,739	181,415	251,640	70,225		
Other Revenue	-	-	-	-	-	-	-	-	-	-	-		

**Jefferson County, Texas**  
**Statement of Revenues - Compared With Budget Allocation**  
**For The Month Ending July 31, 2017**

	October 2016							Cumulative		Annual Budget	Unrealized Balance
	-December	January	February	March	April	May	June	July	Total		
<b>Engineering Fund</b>											
Current Taxes	\$ 160,140	\$ 378,670	\$ 338,504	\$ 11,999	\$ 5,824	\$ 3,630	\$ 5,370	\$ 3,636	\$ 907,773	\$ 916,353	\$ 8,580
Delinquent Taxes	3,468	952	835	1,656	780	1,466	802	886	10,845	12,095	1,250
Licenses and Permits	950	-	-	-	-	-	100	-	1,050	400	(650)
Sales, Rentals & Services	-	100	-	-	200	-	-	-	300	500	200
<b>Parks &amp; Recreation</b>											
Current Taxes	9,047	21,394	19,124	678	-	205	303	205	50,956	51,771	815
Delinquent Taxes	-	-	-	-	329	-	-	-	329	-	(329)
Sales, Rentals & Services	17,791	4,372	3,964	5,947	5,261	6,423	5,278	4,926	53,962	70,200	16,238
<b>General Fund</b>											
Current Taxes	13,231,557	31,287,550	19,724,539	298,011	481,180	299,939	443,702	300,400	66,066,878	66,775,860	708,982
Delinquent Taxes	275,547	75,630	66,303	131,592	61,980	116,512	63,703	70,425	861,692	960,927	99,235
Sales Taxes	2,048,171	2,233,823	2,548,158	1,902,444	1,873,347	2,543,383	1,901,398	2,188,457	17,239,181	23,950,000	6,710,819
Other Taxes	1,449	-	-	-	-	-	21,675	-	23,124	24,000	876
Licenses and Permits	75,348	31,444	34,830	34,934	45,001	34,477	39,613	38,217	333,864	420,220	86,356
Intergovernmental Revenue	136,191	19,904	136,795	57,027	361,806	97,049	48,083	15,989	872,844	959,586	86,742
Fees of Office	897,664	290,453	432,095	324,120	349,344	304,760	369,615	396,207	3,364,258	4,095,500	731,242
Other Sales, Rentals & Svcs.	798,224	(63,745)	415,158	199,389	369,513	269,978	228,744	277,768	2,495,029	1,719,600	(775,429)
Fines & Forfeitures	134,651	3,971	74,837	3,474	54,341	93,550	68,457	165,715	598,996	700,000	101,004
Interest	6,894	4,083	25,508	14,404	18,622	7,791	51,502	9,977	138,781	200,000	61,219
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
<b>Mosquito Control Fund</b>											
Current Taxes	321,045	759,148	678,625	24,055	11,675	7,278	10,766	7,288	1,819,880	1,837,083	17,203
Delinquent Taxes	7,705	2,115	1,854	3,680	1,733	3,257	1,781	1,969	24,094	26,870	2,776
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-
<b>Tobacco Settlement Fund</b>											
Interest	2,101	237	1,169	700	964	432	3,112	663	9,378	15,000	5,622
<b>Debt Service</b>											
Current Taxes	1,072,063	2,535,016	2,266,128	80,325	38,986	24,302	35,949	24,339	6,077,108	5,935,622	(141,486)
Delinquent Taxes	23,608	5,964	5,384	11,109	4,949	10,483	5,244	6,081	72,822	66,976	(5,846)
Interest	844	227	1,842	1,122	1,553	701	5,081	113	11,483	12,100	617
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 20,321,163</b>	<b>\$ 39,190,734</b>	<b>\$ 27,941,220</b>	<b>\$ 3,494,207</b>	<b>\$ 4,004,074</b>	<b>\$ 4,116,943</b>	<b>\$ 5,615,894</b>	<b>\$ 3,801,676</b>	<b>\$ 108,485,911</b>	<b>\$ 116,921,656</b>	<b>\$ 8,435,745</b>

**Jefferson County, Texas**  
**Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended**  
**For The Month Ending July 31, 2017**

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 448,757	\$ 592,307	\$ 143,550	24.24%
Road & Bridge Funds	5,716,422	7,464,055	1,747,633	23.41%
Engineering Fund	756,954	996,435	239,481	24.03%
Parks & Recreation Fund	94,563	178,115	83,552	46.91%
General Fund:				
General Government	19,312,197	23,872,408	4,560,211	19.10%
Judicial	15,038,494	18,898,780	3,860,286	20.43%
Law Enforcement	40,186,197	50,630,705	10,444,508	20.63%
Education	303,771	409,333	105,562	25.79%
Health & Welfare	5,745,679	8,439,758	2,694,079	31.92%
Maintenance	2,917,732	3,757,551	839,819	22.35%
Other	1,098,481	1,409,972	311,491	22.09%
Mosquito Control Fund	1,582,114	2,228,867	646,753	29.02%
Tobacco Settlement	100,000	100,000	-	-
Debt Service Funds	6,105,455	6,108,430	2,975	0.05%
	\$ 99,406,816	\$ 125,086,716	\$ 25,679,900	20.53%



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending July 31, 2017

Jury Fund	October 2016												Cumulative		Annual		Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance					
Road & Brdg Pct. 1	311,049	400,646	109,019	97,022	146,992	92,987	134,420	92,684	113,358	1,498,177	1,891,088	392,911					
Road & Brdg Pct. 2	347,319	99,594	116,204	117,215	108,363	185,510	158,416	126,469	78,967	1,338,057	1,721,091	383,034					
Road & Brdg Pct. 3	344,010	100,365	101,393	101,965	111,303	181,224	133,384	133,331	194,653	1,401,628	1,835,539	433,911					
Road & Brdg Pct. 4	382,544	125,425	72,202	114,457	116,209	242,508	161,673	124,266	139,276	1,478,560	2,016,337	537,777					
Engineering	253,284	75,910	66,058	62,981	63,672	64,463	94,979	63,504	12,103	756,954	996,435	239,481					
Parks & Recreation	22,055	6,075	4,015	4,712	10,982	5,401	14,553	10,613	16,157	94,563	178,115	83,552					
Tax Assessor/Coll.	1,019,355	277,784	277,221	275,487	272,298	273,405	404,929	278,368	9,904	3,088,751	3,858,457	769,706					
Human Resources	105,160	30,649	31,300	34,666	31,227	32,989	47,496	33,363	1,789	348,639	429,962	81,323					
County Auditor	412,891	104,772	103,322	99,766	103,688	107,154	148,217	89,182	1,130	1,170,122	1,449,923	279,801					
County Clerk	560,573	174,989	159,102	154,928	208,430	163,959	224,840	156,968	8,113	1,811,902	2,277,022	465,120					
County Judge	224,357	71,009	59,088	56,839	64,024	61,686	90,860	70,955	341	699,159	889,895	190,736					
Risk Management	64,857	18,362	18,903	18,507	18,477	18,523	27,592	18,565	306	204,092	251,816	47,724					
County Treasurer	98,143	28,243	28,466	28,725	28,460	29,774	41,340	30,188	755	314,094	379,487	65,393					
Printing Department	35,455	9,353	10,294	11,326	9,648	14,269	14,748	9,837	11,540	126,470	169,168	42,698					
Purchasing Department	141,337	39,460	39,053	41,635	39,162	39,788	61,095	42,550	5,174	449,254	559,482	110,228					
General Services	2,565,490	1,427,127	1,302,340	757,600	566,800	647,717	818,872	544,213	54,602	8,684,761	10,541,981	1,857,220					
MIS	604,842	138,840	153,502	136,854	133,590	146,252	228,065	150,064	29,176	1,721,185	2,118,915	397,730					
Voter's Registration	27,764	6,368	7,315	6,789	7,582	6,949	9,536	6,914	2,694	81,911	106,214	24,303					
Elections	412,308	(23,806)	30,968	34,543	23,798	60,631	37,835	24,614	10,966	611,857	840,086	228,229					
District Attorney	1,673,829	495,127	471,135	489,583	475,485	476,126	709,660	481,232	5,965	5,278,142	6,600,556	1,322,414					
District Clerk	493,043	137,452	144,722	143,561	139,018	144,968	208,482	143,250	7,960	1,562,456	1,900,869	338,413					
Criminal Dist. Court	320,764	103,368	105,607	103,190	102,468	115,880	141,696	225,802	1,354	1,220,129	1,495,083	274,954					
58th Dist. Court	72,747	20,448	20,718	20,529	20,411	20,754	30,783	21,529	90	228,009	295,885	67,876					
60th Dist. Court	77,782	21,416	21,633	21,464	21,630	22,107	32,762	22,310	226	241,330	291,462	50,132					
136th Dist. Court	79,665	19,654	21,326	21,311	21,500	22,076	33,197	22,078	570	241,377	302,169	60,792					
172nd Dist. Court	76,261	21,437	21,303	21,236	18,430	20,278	30,295	20,775	-	230,015	292,766	62,751					
252nd Dist. Court	213,762	166,471	94,297	78,300	87,571	331,934	123,840	136,452	(445)	1,232,182	1,451,980	219,798					
279th Dist. Court	89,031	35,245	31,733	30,950	26,294	27,737	33,827	27,212	-	302,029	398,987	96,958					
317th Dist. Court	185,794	48,945	51,390	49,650	61,545	61,482	70,145	59,168	462	588,581	765,711	177,130					
J.P. Pct. 1 Pl 1	92,732	27,275	26,796	27,957	27,525	27,429	40,644	27,743	1,084	299,185	367,606	68,421					
J.P. Pct. 1 Pl 2	92,343	26,515	26,394	27,784	26,290	26,239	39,903	26,518	-	291,986	365,966	73,980					
J.P. Pct. 2	75,276	22,939	22,722	22,814	21,762	22,961	33,883	21,481	109	243,947	339,964	96,017					
J.P. Pct. 4	93,966	27,541	26,689	24,428	25,524	26,043	37,909	25,404	345	287,849	362,346	74,497					
J.P. Pct. 6	92,553	27,096	27,016	28,057	27,165	27,226	39,858	27,707	245	296,923	368,970	72,047					
J.P. Pct. 7	85,245	24,638	24,885	25,395	25,461	25,637	41,065	24,873	1,171	278,370	364,635	86,265					
J.P. Pct. 8	85,104	24,493	25,624	24,457	25,173	24,525	35,749	24,826	605	270,556	359,946	89,390					
Cnty. Court at Law 1	124,612	35,976	36,140	36,147	35,425	36,180	52,658	35,300	199	392,637	478,622	85,985					
Cnty. Court at Law 2	152,507	46,466	44,641	47,535	45,231	46,227	64,150	45,691	275	492,723	646,168	153,445					
Cnty. Court at Law 3	179,263	54,571	55,139	55,397	51,670	55,147	76,474	53,138	1,293	582,092	720,898	138,806					
Court Master	96,490	30,374	29,127	27,917	27,530	27,747	40,317	28,331	-	307,833	484,152	176,319					

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending July 31, 2017

	October 2016												Cumulative		Annual		Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance					
Dispute Resolution	\$ 52,043	\$ 19,315	\$ 15,164	\$ 15,085	\$ 14,402	\$ 16,301	\$ 21,875	\$ 14,674	\$ 1,284	\$ 170,143	\$ 244,039	\$ 73,896					
Alternative School	85,159	22,222	29,625	30,026	29,636	29,644	43,440	29,722	424	299,898	394,076	94,178					
Comm. Supervision	1,073	358	1,699	1,365	1,968	2,447	1,009	358	2,055	12,332	19,082	6,750					
Sheriff's Dept.	3,520,104	968,163	887,927	921,376	897,522	978,552	1,371,629	944,891	33,907	10,524,071	13,454,198	2,930,127					
Crime Lab	336,227	90,116	92,281	91,951	89,120	93,027	136,354	105,660	17,248	1,051,984	1,342,460	290,476					
Jail	6,883,080	2,219,915	1,969,283	2,050,097	2,034,550	1,820,477	2,795,020	2,334,767	269,493	22,376,682	27,760,000	5,383,318					
Juvenile Probation	347,424	95,117	94,776	97,939	98,712	103,331	150,296	109,983	1,910	1,099,488	1,589,282	489,794					
Juvenile Detention	467,821	159,365	138,084	145,158	153,389	154,972	204,260	147,424	47,840	1,618,313	2,106,820	488,507					
Constable Pct. 1	250,667	52,854	54,953	52,784	21,411	77,304	78,745	56,875	4,024	649,617	811,364	161,747					
Constable Pct. 2	110,549	32,631	31,510	32,924	32,457	32,717	47,576	33,024	1,880	355,268	448,812	93,544					
Constable Pct. 4	130,162	28,872	31,490	30,622	29,381	40,341	47,760	31,757	941	371,326	461,861	90,535					
Constable Pct. 6	151,594	42,219	69,995	43,497	44,041	44,116	61,434	40,363	-	497,259	585,912	88,653					
Constable Pct. 7	114,215	30,196	24,138	26,615	33,950	30,089	46,337	30,758	326	336,624	438,613	101,989					
Constable Pct. 8	112,534	32,101	31,940	32,448	31,796	32,017	47,593	33,071	326	353,826	433,225	79,399					
County Morgue	142,012	110,050	63,692	58,635	76,347	38,504	90,936	58,075	1,258	639,509	785,000	145,491					
Agriculture Ext.	101,453	26,949	26,392	26,640	27,174	27,701	40,180	26,066	1,216	303,771	409,333	105,562					
Public Health # 1	285,480	93,640	82,604	78,539	125,197	103,510	120,657	96,459	4,732	990,818	1,258,276	267,458					
Public Health # 2	281,862	91,254	90,076	86,506	81,074	88,948	120,241	93,106	2,420	935,487	1,241,175	305,688					
Nurse Practitioner	76,087	23,029	21,728	22,389	23,897	23,911	32,253	22,529	9,859	255,682	305,055	49,373					
Child Welfare	11,863	14,886	10,906	4,399	22,552	16,816	7,420	2,733	-	91,575	120,000	28,425					
Env. Control	93,286	26,480	26,232	27,692	26,490	26,789	39,579	27,292	309	294,149	386,151	92,002					
Ind. Medical Svcs.	249,311	1,924,775	111,741	100,957	106,552	118,010	126,928	73,404	182,535	2,994,213	4,901,207	1,906,994					
Emergency Mgmt.	58,488	16,704	16,707	16,706	16,710	16,853	24,881	16,706	-	183,755	227,894	44,139					
Beaumont Maintenance	481,172	234,179	160,281	183,669	166,790	352,950	157,604	272,288	172,709	2,181,642	2,773,185	591,543					
Port Arthur Maint.	163,974	53,670	51,907	47,243	54,997	55,933	70,276	64,153	18,248	580,401	764,730	184,329					
Mid-County Maint.	38,928	14,348	17,001	14,502	12,191	16,453	17,737	15,717	8,812	155,689	219,636	63,947					
Service Center	167,681	95,477	60,861	55,794	84,584	112,162	79,302	96,811	101,574	854,246	1,115,164	260,918					
Veteran Service	76,524	23,280	22,368	22,371	22,084	22,436	32,630	22,148	394	244,235	294,808	50,573					
Mosquito Control	553,455	88,654	88,745	86,887	136,526	212,474	164,435	230,554	20,384	1,582,114	2,228,867	646,753					
Tobacco Settlement	100,000	-	-	-	-	-	-	-	-	100,000	100,000	-					
Debt Service Funds	500	708,990	-	-	-	500	-	5,395,465	-	6,105,455	6,108,430	2,975					
Contingency	-	-	-	-	-	-	-	-	-	-	-	-					
<b>Total</b>	<b>\$ 27,996,390</b>	<b>\$ 11,914,868</b>	<b>\$ 8,390,111</b>	<b>\$ 7,903,887</b>	<b>\$ 7,888,465</b>	<b>\$ 8,700,004</b>	<b>\$ 11,002,222</b>	<b>\$ 13,989,524</b>	<b>\$ 1,621,345</b>	<b>\$ 99,406,816</b>	<b>\$ 125,086,716</b>	<b>\$ 25,679,900</b>					

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending July 31, 2017

Issue	Beginning Amount Outstanding	2016-2017 Requirements				2016-2017 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	1,150,000	1,150,000	34,500	2,500	1,187,000	1,150,000	34,500	725	1,185,225	-
2012 Refunding Bonds	34,380,000	3,275,000	1,367,200	2,500	4,644,700	3,275,000	1,367,200	1,900	4,644,100	31,105,000
2013 Refunding Bonds	540,000	265,000	9,230	2,500	276,730	265,000	9,230	1,900	276,130	275,000
	<u>\$ 36,070,000</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 7,500</u>	<u>\$ 6,108,430</u>	<u>\$ 4,690,000</u>	<u>\$ 1,410,930</u>	<u>\$ 4,525</u>	<u>\$ 6,105,455</u>	<u>\$ 31,380,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out

	Fund	Transfers In	Transfers Out
120	General Fund	18,894 ( c)	1,738,748 (a)
120	General Fund		41,461 (b)
223	Juvenile TJPC-A		749 ( c)
224	Juvenile Grant R		3 ( c)
225	Juvenile Probation & Detention Fund	752 ( c)	
242	Body-Worn Camera Grant	25,850 (b)	
243	JAG Grant	9,137 (a)	
257	Auto Theft Grant	25,661 (b)	
265	Cheek H20 & Sewer	10,800 (b)	18,894 ( c)
311	Capital Project Funds	120,960 ( c)	41,098 (b)
312	CERTZ Grant	41,098 (b)	
325	Keith Lake Fish Pass		120,960 ( c)
550	SETEC Fund	1,729,611 (a)	
741	Sheriff Forfeiture Fund		20,850 (b)
865	Marine Division		15,361 (b)
880	FY 2015 Port Security Grant	9,441 (b)	
881	FY 2016 Port Security Grant	5,920 (b)	
		<u><u>\$1,998,124</u></u>	<u><u>\$1,998,124</u></u>

(a) Budgeted Transfer

(b) Grant Match

(c) Close fund



NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

175.35

437024

175.35\*\*

ROAD &amp; BRIDGE PCT.#1

SPIDLE & SPIDLE  
 GULF COAST SCREW & SUPPLY  
 ENTERGY  
 OFFICE DEPOT  
 RALPH'S INDUSTRIAL ELECTRONICS  
 SOUTHEAST TEXAS WATER  
 UNITED STATES POSTAL SERVICE  
 A-1 MAIDA FENCE COMPANY  
 GULF COAST

2,581.28  
 541.46  
 91.81  
 3.09  
 193.35  
 14.00  
 .40  
 492.00  
 171.95

436938  
 436968  
 436969  
 436992  
 437004  
 437013  
 437047  
 437128  
 437152

4,089.34\*\*

ROAD &amp; BRIDGE PCT.#2

SPIDLE & SPIDLE  
 CITY OF NEDERLAND  
 MUNRO'S  
 RITTER @ HOME  
 AT&T  
 BUMPER TO BUMPER  
 CENTERPOINT ENERGY RESOURCES CORP  
 INTERSTATE ALL BATTERY CENTER - BMT  
 GULF COAST  
 LJ'S HYDRAULIC & AIR REPAIR

2,119.80  
 48.59  
 40.00  
 4.99  
 95.40  
 223.32  
 42.24  
 45.95  
 217.55  
 1,238.07

436938  
 436951  
 436988  
 437002  
 437014  
 437066  
 437068  
 437088  
 437152  
 437153

4,075.91\*\*

ROAD &amp; BRIDGE PCT. # 3

SPIDLE & SPIDLE  
 AUDILET TRACTOR SALES  
 CITY OF PORT ARTHUR - WATER DEPT.  
 ENTERGY  
 LOUIS' YAZOO SALES & SERVICE, LLC  
 MUNRO'S  
 OFFICE DEPOT  
 OIL CITY TRACTORS, INC.  
 TIME WARNER COMMUNICATIONS  
 VULCAN MATERIALS CO.  
 LOWE'S HOME CENTERS, INC.  
 CENTERPOINT ENERGY RESOURCES CORP  
 MARTIN PRODUCT SALES LLC  
 SPURLOCK ROAD VETERINARY CLINIC  
 TRANSIT & LEVEL CLINIC LLC

1,810.80  
 11.95  
 29.76  
 27.39  
 140.44  
 23.40  
 .00  
 238.29  
 86.92  
 35,394.81  
 111.53  
 39.91  
 5,047.04  
 32.98  
 1,470.00

436938  
 436942  
 436950  
 436969  
 436982  
 436988  
 436992  
 436993  
 437016  
 437028  
 437052  
 437068  
 437073  
 437103  
 437142

44,465.22\*\*

ROAD &amp; BRIDGE PCT.#4

M&D SUPPLY  
 MUNRO'S  
 OIL CITY TRACTORS, INC.  
 SMART'S TRUCK & TRAILER, INC.  
 AT&T  
 BEAUMONT INDEPENDENT SCHOOL  
 UNITED STATES POSTAL SERVICE  
 4IMPRINT, INC.  
 EVERETT D ALFRED  
 MARTIN PRODUCT SALES LLC  
 INTERSTATE ALL BATTERY CENTER - BMT  
 ASCO  
 FAUST ENGINEERING & SURVEYING INC  
 SOUTHEAST TEXAS PARTS AND EQUIPMENT  
 GCR TIRES & SERVICE  
 CINTAS CORPORATION  
 TRINITY VALLEY TRACTORS INC  
 GULF COAST  
 WAUKESHA-PEARCE INDUSTRIES LLC  
 ALYNIA MACK NELSON

127.27  
 84.94  
 9,220.00  
 26.68  
 80.77  
 8,960.00  
 2.02  
 563.13  
 494.53  
 543.17  
 305.80  
 524.06  
 2,500.00  
 41.56  
 4,265.38  
 151.19  
 384.71  
 774.25  
 90.65  
 56.71

436984  
 436988  
 436993  
 437012  
 437014  
 437034  
 437047  
 437049  
 437058  
 437073  
 437088  
 437110  
 437114  
 437119  
 437123  
 437146  
 437151  
 437152  
 437156  
 437160

28,110.48\*\*

ENGINEERING FUND

UNITED STATES POSTAL SERVICE

2.17

437047

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	5,320.00	437154	5,322.17**
PARKS & RECREATION			
CONSOLIDATED ELECTRICAL DIST INC.	1,150.35	436955	
GOLD CREST ELECTRIC CO., INC.	687.20	436965	
LOWE'S HOME CENTERS, INC.	47.70	437052	
SPRINT WASTE SERVICES LP	310.80	437120	
SUPPLYWORKS	1,614.16	437130	
GENERAL FUND			3,810.21**
GERMER PLLC	600.00	437035	
TOMMY GUNN ATTORNEY AT LAW	300.00	437075	
THE FERGUSON LAW FIRM LLP	300.00	437162	
TAX OFFICE			1,200.00*
PITNEY BOWES, INC.	33.25	436996	
ACE IMAGEWEAR	20.74	437010	
UNITED STATES POSTAL SERVICE	619.85	437047	
COUNTY HUMAN RESOURCES			673.84*
UNITED STATES POSTAL SERVICE	1.61	437047	
HR SOUTHWEST	1,019.00	437057	
AUDITOR'S OFFICE			1,020.61*
UNITED STATES POSTAL SERVICE	10.80	437047	
COUNTY CLERK			10.80*
CASH ADVANCE ACCOUNT	337.95	436977	
OLMSTED-KIRK PAPER	149.19	436994	
UNITED STATES POSTAL SERVICE	238.89	437047	
COUNTY JUDGE			726.03*
UNITED STATES POSTAL SERVICE	3.22	437047	
THOMAS O. MOSES	500.00	437071	
JEFF R BRANICK	661.70	437074	
JERRY JOHN BRAGG	500.00	437091	
DUNHAM HALLMARK PLLC	500.00	437100	
THOMSON REUTERS-WEST	131.00	437112	
JAN GIROUARD & ASSOCIATES LLC	400.00	437143	
RISK MANAGEMENT			2,695.92*
UNITED STATES POSTAL SERVICE	30.70	437047	
COUNTY TREASURER			30.70*
UNITED STATES POSTAL SERVICE	88.54	437047	
PURCHASING DEPARTMENT			88.54*
PORT ARTHUR NEWS, INC.	232.80	436997	
UNITED STATES POSTAL SERVICE	2.20	437047	
GENERAL SERVICES			235.00*
B&L MAIL PRESORT SERVICE	1,302.31	436944	
CASH ADVANCE ACCOUNT	115.00	436977	
TIME WARNER COMMUNICATIONS	204.86	437018	
TOWER COMMUNICATIONS, INC.	4,870.00	437045	
CROWN CASTLE INTERNATIONAL	1,499.91	437062	
UNIVERSAL OPERATIONS LLC	6,072.77	437155	
TFORCE FINAL MILE	40.09	437157	
VOTERS REGISTRATION DEPT			14,104.94*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	284.77	437047	284.77*
ELECTIONS DEPARTMENT			
PV RENTALS LLC	241.73	437139	241.73*
DISTRICT ATTORNEY			
FED EX	7.40	436963	
CASH ADVANCE ACCOUNT	269.64	436977	
NELL MCCALLUM & ASSOC., INC.	1,162.04	436985	
OFFICE DEPOT	724.39	436992	
RELIABLE COURT REPORTING	152.65	437001	
TEXAS DISTRICT & COUNTY ATTY ASSN.	250.00	437022	
UNITED STATES POSTAL SERVICE	197.67	437047	
MCM ELEGANTE HOTEL	313.95	437070	
THOMSON REUTERS-WEST	2,927.98	437113	
GALLS LLC	25.00	437129	
MATT TURNER	776.75	437147	
DISTRICT CLERK			6,807.47*
UNITED STATES POSTAL SERVICE	238.32	437047	
AERIALINK INC	153.80	437150	392.12*
CRIMINAL DISTRICT COURT			
CRISTY SMITH	208.55	436948	
MARSHA NORMAND	1,708.66	436989	
OFFICE DEPOT	10.00	436992	
KEVIN PAULA SEKALY PC	1,415.66	437008	
RENE MULHOLLAND	112.00	437026	
RENE MULHOLLAND	3,099.15	437027	
KEVIN S. LAINE	900.00	437032	
UNITED STATES POSTAL SERVICE	8.74	437047	
DUSTIN R. GALMOR	1,000.00	437099	
60TH DISTRICT COURT			8,462.76*
OFFICE DEPOT	78.87	436992	78.87*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.21	437047	
SWEET SOUTHERN SOUND	1,684.47	437117	1,690.68*
172ND DISTRICT COURT			
LEXIS-NEXIS	56.00	437048	56.00*
252ND DISTRICT COURT			
DAVID W BARLOW	750.00	436945	
TRAVIS EVANS	800.00	436961	
JEFFERSON CTY. BAR ASSOCIATION	125.00	436976	
WENDELL RADFORD	900.00	437000	
UNITED STATES POSTAL SERVICE	137.56	437047	
LANGSTON ADAMS	800.00	437055	
279TH DISTRICT COURT			3,512.56*
LAIRON DOWDEN, JR.	700.00	436956	
BRITTANIE HOLMES	500.00	437108	
GORDON D FRIESZ	150.00	437133	
JUSTICE COURT-PCT 1 PL 1			1,350.00*
SOUTHERN COMPUTER WAREHOUSE	561.79	436940	
UNITED STATES POSTAL SERVICE	28.72	437047	590.51*
JUSTICE COURT-PCT 2			
MARC DEROUEN	141.26	437097	141.26*
JUSTICE COURT-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	80.77	437014	80.77*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	26.48	437047	26.48*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.13	437047	
LEXIS-NEXIS	55.00	437048	
O'CONNOR'S	216.00	437140	
COUNTY COURT AT LAW NO. 2			273.13*
DAVID W BARLOW	250.00	436945	
KARLA J. M. ROGERS	150.00	437003	
UNITED STATES POSTAL SERVICE	1.61	437047	
LAURIE PEROZZO	250.00	437089	
MATUSKA LAW FIRM	250.00	437122	
ASHLEY CEDILLO	250.00	437145	
COUNTY COURT AT LAW NO. 3			1,151.61*
GAYLYN COOPER	300.00	436936	
EDWARD B. GRIPON, M.D., P.A.	595.00	436967	
UNITED STATES POSTAL SERVICE	6.85	437047	
ANITA U SEPEDA	200.00	437096	
BRITTANIE HOLMES	250.00	437108	
COURT MASTER			1,351.85*
OFFICE DEPOT	142.15	436992	142.15*
MEDIATION CENTER			
OFFICE DEPOT	147.88	436992	
SOUTHEAST TEXAS WATER	36.75	437013	
UNITED STATES POSTAL SERVICE	4.84	437047	
ALTERNATIVE SCHOOL			189.47*
OFFICE DEPOT	320.36	436992	320.36*
SHERIFF'S DEPARTMENT			
BEAUMONT ENTERPRISE	323.68	436960	
FED EX	64.98	436963	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,329.00	436974	
KIRKSEY'S SPRINT PRINTING	24.95	436981	
LOUIS' YAZOO SALES & SERVICE, LLC	101.70	436982	
MOORMAN & ASSOCIATES, INC.	300.00	436987	
OFFICE DEPOT	676.50	436992	
SCANTRON CORPORATION	709.00	437006	
HENRY SCHEIN, INC.	2.31	437007	
AT&T	133.42	437014	
UNITED STATES POSTAL SERVICE	2,470.14	437047	
CHILD ABUSE & FORENSIC SERVICES	901.00	437051	
FIVE STAR FEED	104.80	437061	
SATCOM DIRECT COMMUNICATIONS INC	765.00	437085	
GALLS LLC	334.51	437129	
CRIME LABORATORY			9,240.99*
COLLABORATIVE TESTING SERVICES	1,200.00	436954	
HENRY SCHEIN, INC.	979.08	437007	
SOUTHEAST TEXAS WATER	79.90	437013	
MCKESSON MEDICAL-SURGICAL INC	159.38	437036	
AIRGAS SOUTHWEST	72.67	437084	
CAYMAN CHEMICAL COMPANY	140.00	437092	
EPPENDORF NORTH AMERICA INC	576.30	437107	
EXCEL MEDICAL WASTE LLC	70.00	437132	
ATTAINIT	4,371.55	437134	
LABSOURCE	409.12	437138	

NAME	AMOUNT	CHECK NO.	TOTAL
VECTOR SECURITY	156.00	437158	8,214.00*
JAIL - NO. 2			
COASTAL WELDING SUPPLY	82.35	436953	
DESSER TIRE & RUBBER COMPANY	2,160.00	436957	
AT&T	1,391.78	437014	
LOWE'S HOME CENTERS, INC.	85.37	437052	
TEXAS GAS SERVICE	311.81	437059	
INTERCONTINENTAL JET CORP	662.45	437067	
WORLD FUEL SERVICES	1,276.42	437090	
EPIC CARD SERVICES LLC	532.00	437106	
MATERA PAPER COMPANY INC	634.50	437111	
KROPP HOLDINGS INC	2,587.67	437115	
JUVENILE PROBATION DEPT.			9,724.35*
CASH ADVANCE ACCOUNT	1,201.62	436977	
TEXAS PROBATION ASSOCIATION	735.00	437021	
UNITED STATES POSTAL SERVICE	5.24	437047	
SHANNA CITIZEN	77.04	437053	
JUVENILE DETENTION HOME			2,018.90*
CASH ADVANCE ACCOUNT	600.81	436977	
FLOWERS FOODS	67.90	437064	
BEN E KEITH FOODS	2,693.91	437065	
CENTERPOINT ENERGY RESOURCES CORP	305.48	437068	
CONSTABLE PCT 1			3,668.10*
UNITED STATES POSTAL SERVICE	46.27	437047	
GALLS LLC	132.00	437129	
CONSTABLE-PCT 2			178.27*
OFFICE DEPOT	419.13	436992	
CONSTABLE-PCT 4			419.13*
OFFICE DEPOT	501.14	436992	
AT&T	40.39	437014	
CONSTABLE-PCT 6			541.53*
UNITED STATES POSTAL SERVICE	15.84	437047	
AGRICULTURE EXTENSION SVC			15.84*
OFFICE DEPOT	86.86	436992	
UNITED STATES POSTAL SERVICE	1.61	437047	
DAVID OATES	714.07	437144	
HEALTH AND WELFARE NO. 1			802.54*
BROUSSARD'S MORTUARY	1,500.00	436947	
CALVARY MORTUARY	300.00	436949	
ENTERGY	48.07	436971	
MCKESSON MEDICAL-SURGICAL INC	.47	437036	
UNITED STATES POSTAL SERVICE	60.72	437047	
JESSICA RAWLINSON	18.73	437063	
PROCTOR'S MORTUARY INC	1,750.00	437093	
HEALTH AND WELFARE NO. 2			3,677.99*
CLAYBAR FUNERAL HOME, INC.	999.00	436952	
GABRIEL FUNERAL HOME, INC.	1,500.00	436964	
VICKIE MCINTYRE	163.02	437031	
PROCTOR'S MORTUARY INC	1,500.00	437094	
EXCEL MEDICAL WASTE LLC	140.00	437131	
NURSE PRACTITIONER			4,302.02*

NAME	AMOUNT	CHECK NO.	TOTAL
EXCEL MEDICAL WASTE LLC	70.00	437131	70.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	437082	3,773.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	437043	150.00*
MAINTENANCE-BEAUMONT			
JOHNSON SUPPLY	290.78	436979	
SANITARY SUPPLY, INC.	507.39	437005	
ACE IMAGEWEAR	159.30	437010	
INDUSTRIAL & COMMERCIAL MECHANICAL	300.75	437105	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	437116	
BUNA ELECTRIC MOTOR SERVICE INC	300.00	437135	
CINTAS CORPORATION	175.97	437146	
MAINTENANCE-PORT ARTHUR			24,421.95*
A&B OUTDOOR EQUIPMENT	201.95	436935	
BEAUMONT BRICK & STONE	37.95	436937	
BEAUMONT TRACTOR COMPANY	31.96	436946	
FAST SIGNS, INC.	50.00	436962	
W.W. GRAINGER, INC.	151.27	436966	
SANITARY SUPPLY, INC.	190.09	437005	
SHERWIN-WILLIAMS	51.30	437011	
TIME WARNER COMMUNICATIONS	71.41	437017	
TIME WARNER COMMUNICATIONS	300.57	437020	
HOWARD'S AUTO SUPPLY	13.29	437033	
BELT SOURCE	50.60	437072	
PARKER LUMBER	175.83	437095	
SUPPLYWORKS	1,135.43	437130	
ALL TERRAIN EQUIPMENT CO	513.30	437161	
MAINTENANCE-MID COUNTY			2,974.95*
CITY OF NEDERLAND	19.15	436951	
SANITARY SUPPLY, INC.	66.85	437005	
ACE IMAGEWEAR	30.76	437010	
LOWE'S HOME CENTERS, INC.	180.29	437052	
CENTERPOINT ENERGY RESOURCES CORP	79.68	437068	
HIGHTECH SIGNS	65.00	437076	
COUNTY HOME AND RANCH LP	6.99	437102	
BOSCO INDUSTRIES	1,422.00	437148	
SERVICE CENTER			1,870.72*
SPIDLE & SPIDLE	14,158.70	436938	
J.K. CHEVROLET CO.	162.18	436973	
KINSEL FORD, INC.	397.86	436980	
MUNRO'S	39.70	436988	
PHILPOTT MOTORS, INC.	217.62	436995	
AT&T	63.60	437014	
JEFFERSON CTY. TAX OFFICE	7.50	437039	
JEFFERSON CTY. TAX OFFICE	7.50	437040	
JEFFERSON CTY. TAX OFFICE	7.50	437041	
JEFFERSON CTY. TAX OFFICE	7.50	437042	
FIRST CALL	29.98	437054	
BUMPER TO BUMPER	69.56	437066	
LIBERTY TIRE RECYCLING LLC	119.43	437087	
MIGHTY OF SOUTHEAST TEXAS	103.77	437101	
1800RADIATOR & AC	139.00	437127	
CINTAS CORPORATION	93.32	437146	
MIDNIGHT AUTO	169.90	437149	
MOSQUITO CONTROL FUND			15,794.62*
SUPERIOR TIRE & SERVICE	51.28	436939	
M&D SUPPLY	96.02	436984	

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S POSTMASTER	82.20	436988	
SETZER HARDWARE, INC.	147.00	436998	
UNITED PARCEL SERVICE	17.04	437009	
FIRST CALL	12.71	437025	
CENTERPOINT ENERGY RESOURCES CORP	82.95	437054	
PARKER LUMBER	34.63	437068	
TEXAS DEPARTMENT OF AGRICULTURE	37.46	437095	
	75.00	437137	
BREATH ALCOHOL TESTING			636.29**
CASH ADVANCE ACCOUNT	840.20	436977	
CHRIS FONTENOT	103.00	437078	
J.C. FAMILY TREATMENT			943.20**
BEAUMONT OCCUPATIONAL SERVICE, INC.	253.85	437050	
PATRICIA VELASCO	1,365.00	437136	
SECURITY FEE FUND			1,618.85**
OFFICE DEPOT	35.69	436992	
LAW LIBRARY FUND			35.69**
THOMSON REUTERS-WEST	4,869.15	437112	
EMPG GRANT			4,869.15**
AT&T			
VERIZON WIRELESS	130.14	436941	
		437043	
GRANT A STATE AID			130.60**
HAYS COUNTY	2,870.00	437030	
BI INCORPORATED	503.78	437037	
CORNELL CORRECTIONS OF TEXAS	5,031.30	437121	
G4S YOUTH SERVICES LLC	13,264.01	437125	
COMMUNITY SUPERVISION FND			21,669.09**
JEFFERSON CTY. COMMUNITY SUP.	1,925.92	436975	
TIME WARNER COMMUNICATIONS	163.27	437019	
UNITED STATES POSTAL SERVICE	56.65	437047	
JCCSC	761.00	437098	
JEFF. CO. WOMEN'S CENTER			2,906.84**
ECOLAB	87.10	436959	
INTOXIMETERS, INC.	3,005.75	436972	
LUBE SHOP	44.48	436983	
KIM MCKINNEY, LPC, LMFT	225.00	436986	
OFFICE DEPOT	142.40	436992	
PREMIUM PLUMBING	340.06	436999	
SYSSCO FOOD SERVICES, INC.	1,115.24	437015	
PETTY CASH - RESTITUTION I	98.00	437029	
TEXAS FIRE & COMMUNICATIONS	142.50	437038	
VINCENT'S A/C	236.26	437044	
BEN E KEITH FOODS	1,112.25	437065	
MATERA PAPER COMPANY INC	442.98	437111	
CINTAS CORPORATION	80.42	437146	
LAW OFFICER TRAINING GRT			7,072.44**
TEXAS COMMISSION ON LAW ENFORCEMENT	500.00	437083	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	411.51	437118	
COUNTY CLK RECORDS ARCHIV			911.51**
MANATRON	9,360.75	437080	
COUNTY RECORDS MANAGEMENT			9,360.75**

NAME	AMOUNT	CHECK NO.	TOTAL
EAST TEXAS HISTORICAL ASSOCIATION	50.00	436958	50.00**
DARE CONTRIBUTIONS FUND			
CREATIVE PRODUCT SOURCING	746.65	437079	746.65**
DANY			
SORENSEN FORENSIC	9,720.00	437109	9,720.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,911.57	436977	1,911.57**
CONST. PCT. 4 EDUCATION			
CASH ADVANCE ACCOUNT	155.95	436977	
ALAN ROBERTS	150.00	437141	305.95**
HOTEL OCCUPANCY TAX FUND			
JOHNSON CONTROLS, INC.	990.00	436978	
CLASSIC FORMS AND PRODUCTS	4,418.40	437060	
DISH NETWORK	113.51	437077	
UNLIMITED LAWN CARE	496.00	437126	6,017.91**
AIRPORT FUND			
ENTERGY	180.71	436970	
AT&T	609.66	437014	
UNITED STATES POSTAL SERVICE	3.39	437047	
CENTERPOINT ENERGY RESOURCES CORP	105.03	437068	898.79**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	437105	1,652.00**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	210.00	437159	210.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	15,703.35	437069	15,703.35**
SHERIFF'S FORFEITURE FUND			
AVIALL	373.48	436943	
AERO PRODUCTS	427.80	437056	
GALLS LLC	1,157.00	437129	1,958.28**
JUVENILE DELINQUENCY PREV			
PCM-G	19,363.00	437086	19,363.00**
ORCA - IKE			
TEXAS GENERAL LAND OFFICE	2,414.46	437023	2,414.46**
MARINE DIVISION			
SETZER HARDWARE, INC.	222.51	437009	
AT&T	86.23	437014	
VERIZON WIRELESS	531.86	437043	
THE DINGO GROUP-PETE JORGENSEN MARI	2,259.29	437081	
WINZER CORPORATION	164.98	437124	3,264.87**
ASAP - CONSTABLE			
OFFICE DEPOT	95.71	436992	95.71**
GLO IKE ROUND 2			

PGM: GMCOMMV2

DATE  
08-21-2017

PAGE: 9

NAME

AMOUNT

CHECK NO.

TOTAL

TEXAS GENERAL LAND OFFICE	338.50	437023	338.50**
2015 PORT SECURITY GRANT			
LJA ENGINEERING INC	3,450.00	437104	3,450.00**
			348,093.96***



ELECTION SERVICES CONTRACT AND LEASE AGREEMENT  
BETWEEN JEFFERSON COUNTY  
AND  
SABINE PASS INDEPENDENT SCHOOL DISTRICT

**THIS CONTRACT** is made this 13<sup>th</sup> day of July, 2017, by and between the Sabine Pass Independent School District, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 7, 2017 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. Jefferson County will make emergency appointments of election officials if necessary.
- (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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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 costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D - Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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 in Exhibit A.

(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 <sup>th</sup> Treasurer of Jefferson County not later than the 10<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Sabine Pass Independent School District 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:

### **SABINE PASS INDEPENDENT SCHOOL DISTRICT:**

Kristi Heid, Superintendent  
5641 S. Gulfway Dr.  
Sabine Pass, TX 77655

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the SABINE PASS INDEPENDENT SCHOOL DISTRICT to the terms of this Agreement and has caused this Agreement to be executed on the 13th day of July 2017.

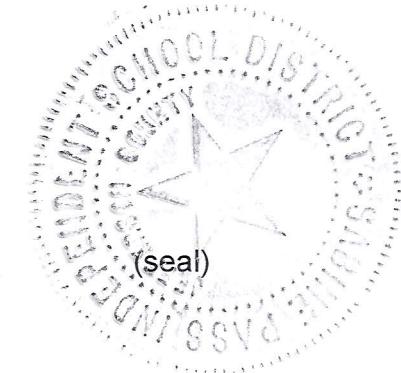
**SABINE PASS INDEPENDENT SCHOOL DISTRICT**

By: Kristi Heid

Name: Kristi Heid

Title: Superintendent

Attest Dugent Blanton



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 21<sup>st</sup> day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By Jeff Branick

Name: Jeff Branick

Title: County Judge

Attest Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 16<sup>th</sup> day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest Ah-Goode, Chief Deputy



## EXHIBIT A



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**November 7, 2017, GENERAL ELECTION**  
**(Advicode Locales y horario para elección adelantada de Noviembre 7, 2017 Elección General)**

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 Votación Adelantada):

Beaumont Courthouse Main -	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse -	525 Lakeshore Dr., Port Arthur, Texas (Tentative)
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
Groves Recreation Center -	6150 39 <sup>th</sup> Street, Groves, Texas (Tentative)
Effie & Wilton Hebert Library -	2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

R.L. Gabby Recreation Center	5262 S Gulfway Dr. , Sabine Pass, Texas
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)

## EXHIBIT B

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

### BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS

EQUIPMENT	LEASE RATE
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

**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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
**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 guidry@co.jefferson.tx.us. AND CC ndoyle@co.jefferson.tx.us \*\*

Friday, September 8, 2017  
**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:

- if 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.

Friday, September 8, 2017

**60th day before Election Day - Continued**Deadline to cancel election and incur no fees under the Election Services AgreementDeadline to receive executed Election Services Agreement by mail, personal delivery, or email.Deadline to receive copy of Order of ElectionContracting Officer contact information:Email: guidry@co.jefferson.tx.usMail: P. O. Box 1151, Beaumont, TX 77704-1151Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701If 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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017**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)).

Tuesday, October 10, 2017**30th day before Election Day**

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017**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)

Monday, October 23, 2017**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.

Saturday, October 28, 2017

**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.

Friday, November 3, 2017

**4th day before Election Day**

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

**TUESDAY, NOVEMBER 7, 2017**  
**ELECTION DAY**

**NOTE: The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk’s office.**



## ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

**THIS CONTRACT** is made this 10 day of JULY, 2017, by and between the Political Subdivision of Port Neches Groves Independent School District, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 7, 2017 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. Jefferson County will make emergency appointments of election officials if necessary.
- (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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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 costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D - Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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 in Exhibit A.

(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<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Port Neches Groves Independent School District 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:

### **PORTE NECHES GROVES INDEPENDENT SCHOOL DISTRICT:**

Sheri Drawhorn, Business Manager  
620 Avenue C  
Port Neches, TX 77651

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the Port Neches Groves Independent School District agrees to the terms of this Agreement and has caused this Agreement to be executed on the 10 day of July 2017.

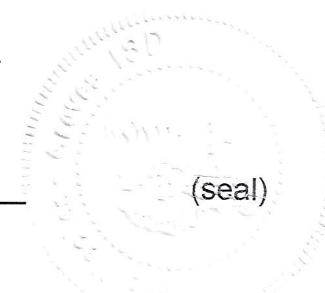
**PORTE NECHES GROVES INDEPENDENT SCHOOL DISTRICT**

By Sheri Drawhorn

Name: Sheri Drawhorn

Title: Business Manager

Attest: Cheryl Gourdin



(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 21st day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By Jeff Branick

Name: Jeff Branick

Title: County Judge

Attest Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 16th day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest J. Hood, Chief Deputy



## EXHIBIT A



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**November 7, 2017, GENERAL ELECTION**  
**(Advicode Locales y horario para elección adelantada de Noviembre 7, 2017 Elección General)**

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 Votación Adelantada):

Beaumont Courthouse Main -	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse -	525 Lakeshore Dr., Port Arthur, Texas (Tentative)
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
Groves Recreation Center -	6150 39 <sup>th</sup> Street, Groves, Texas (Tentative)
Effie & Wilton Hebert Library -	2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

R.L. Gabby Recreation Center	5262 S Gulfway Dr. , Sabine Pass, Texas	
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

## EXHIBIT B

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
**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 guidry@co.jefferson.tx.us. AND CC ndoyle@co.jefferson.tx.us \*\*

Friday, September 8, 2017  
**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:

- if 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.

Friday, September 8, 2017  
**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: guidry@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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017

**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)).

Tuesday, October 10, 2017

**30th day before Election Day**

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017

**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)

Monday, October 23, 2017

**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.

Saturday, October 28, 2017

**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. (Sects. 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. (Sects. 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.

Friday, November 3, 2017

**4th day before Election Day**

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

**TUESDAY, NOVEMBER 7, 2017**  
**ELECTION DAY**

**NOTE: The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk’s office.**

### BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS

EQUIPMENT	LEASE RATE
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



ORIGINAL

## ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

**THIS CONTRACT** is made this 22<sup>nd</sup> day of JULY, 2017, by and between the Political Subdivision of the City of Port Neches, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 7, 2017 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. Jefferson County will make emergency appointments of election officials if necessary.
- (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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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 costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D - Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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 in Exhibit A.

(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<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Neches 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 NECHES, TEXAS:**

Andre' Wimer, City Manager  
P O Box 758  
Port Neches, TX 77651

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the City of Port Neches agrees to the terms of this Agreement and has caused this Agreement to be executed on the 29th day of July 2017.

**CITY OF PORT NECHES, TEXAS**

By 

Name: Andre' Wimer

Title: City Manager

Attest: Jamie Mendoza



IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 21st day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By 

Name: Jeff Branick

Title: County Judge

Attest Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 16th day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest A. Good - , Chief Deputy



## EXHIBIT A

**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR****November 7, 2017, GENERAL ELECTION****(Advicode Locales y horario para elección adelantada)****Noviembre 7, 2017 Elección General**

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 Votación Adelantada):

Beaumont Courthouse Main -	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse -	525 Lakeshore Dr., Port Arthur, Texas (Tentative)
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
Groves Recreation Center -	6150 39 <sup>th</sup> Street, Groves, Texas (Tentative)
Effie & Wilton Hebert Library -	2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

R.L. Gabby Recreation Center	5262 S Gulfway Dr. , Sabine Pass, Texas	
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

*EXHIBIT B*

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
**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 guidry@co.jefferson.tx.us. AND CC ndoyle@co.jefferson.tx.us \*\*

Friday, September 8, 2017  
**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:

- if 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.

Friday, September 8, 2017  
**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: guidry@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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017

**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)).

Tuesday, October 10, 2017

**30th day before Election Day**

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017

**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)

Monday, October 23, 2017

**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.

Saturday, October 28, 2017

**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.

Friday, November 3, 2017

**4th day before Election Day**

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

**TUESDAY, NOVEMBER 7, 2017**

**ELECTION DAY**

**NOTE: The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk’s office.**

### BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS

EQUIPMENT	LEASE RATE
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



## JOINT ELECTION AND ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

**THIS CONTRACT** is made this 10<sup>th</sup> day of JULY, 2017, by and between the Political Subdivision of the City of Groves, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in the November 7, 2017 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. Jefferson County will make emergency appointments of election officials if necessary.

(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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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 costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D - Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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 in Exhibit A.

(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<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Groves 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 GROVES, TEXAS:**

D. E. Sosa, City Manager  
3947 Lincoln Ave  
Groves, TX 77619

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the City of Groves agrees to the terms of this Agreement and has caused this Agreement to be executed on the 10<sup>th</sup> day of July 2017.

**CITY OF GROVES, TEXAS**

By D. E. Sosa  
 Name: D. E. Sosa  
 Title: City Manager

Attest: Sinatra B. Lomberg

(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 21<sup>st</sup> day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By J. Branick  
 Name: Jeff Branick  
 Title: County Judge

Attest Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 16<sup>th</sup> day of August 2017.

**JEFFERSON COUNTY, TEXAS**

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

Attest R. Good, Chief Deputy



## EXHIBIT A

**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR****November 7, 2017, GENERAL ELECTION****(Adicicode Locales y horarioparaelecci'onsadelantadasde****Noviembre 7, 2017 Eleci'on Generale**

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 -	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse -	525 Lakeshore Dr., Port Arthur, Texas (Tentative)
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
Groves Recreation Center -	6150 39 <sup>th</sup> Street, Groves, Texas (Tentative)
Effie & Wilton Hebert Library -	2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

R.L. Gabby Recreation Center	5262 S Gulfway Dr. , Sabine Pass, Texas
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)

## EXHIBIT B

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
**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 guidry@co.jefferson.tx.us. AND CC ndoyle@co.jefferson.tx.us \*\*

Friday, September 8, 2017  
**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:

- if 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.

Friday, September 8, 2017

## 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: guidry@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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017

### **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)).

Tuesday, October 10, 2017

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017

### **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)

Monday, October 23, 2017

### **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.

Saturday, October 28, 2017

**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. (Sects. 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. (Sects. 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.

Friday, November 3, 2017

**4th day before Election Day**

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

**TUESDAY, NOVEMBER 7, 2017**  
**ELECTION DAY**

**NOTE:** The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk's office.

### BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS

EQUIPMENT	LEASE RATE
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



## ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

**THIS CONTRACT** is made this 10<sup>th</sup> day of August, 2017, by and between the Political Subdivision of Water District No. 10, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Elections System & Software electronic voting equipment is to be used in the November 7, 2017 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. Jefferson County will make emergency appointments of election officials if necessary.
- (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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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 costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

#### **4. COST OF SERVICES.**

Political Subdivision shall share some expenses for the above services, supplies and equipment in accordance with the attached Exhibit D - Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. 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 in Exhibit A.

(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<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Water District No. 10 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:

### **WATER DISTRICT NO. 10:**

Tommy McDonald, General Manager  
3707 Central Blvd.  
Nederland, TX 77627

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the WATER DISTRICT NO. 10 to the terms of this Agreement and has caused this Agreement to be executed on the 10 August 2017.

WATER DISTRICT NO. 10

By

Tommy McDonald

Name: Tommy McDonald

Title: General Manager

Attest: Maylyn Byrd

(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 21<sup>st</sup> day of August, 2017.

JEFFERSON COUNTY, TEXAS

By

Jeff Branick

Name: Jeff Branick

Title: County Judge

Attest

Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the 16<sup>th</sup> day of August, 2017.

JEFFERSON COUNTY, TEXAS

By:

Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest

J. Grod - , Chief Deputy



## EXHIBIT A



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**November 7, 2017, GENERAL ELECTION**  
**(Advicode Locales y horario para elección adelantada de Noviembre 7, 2017 Elección General)**

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 Votación Adelantada):

Beaumont Courthouse Main -	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse -	525 Lakeshore Dr., Port Arthur, Texas (Tentative)
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
Groves Recreation Center -	6150 39 <sup>th</sup> Street, Groves, Texas (Tentative)
Effie & Wilton Hebert Library -	2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

**DATES AND HOURS FOR LOCATION BELOW:**

(Fechas y Horas para todas las localizaciones):

R.L. Gabby Recreation Center	5262 S Gulfway Dr. , Sabine Pass, Texas
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)

*EXHIBIT B*

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
**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 guidry@co.jefferson.tx.us. AND CC ndoyle@co.jefferson.tx.us \*\*

Friday, September 8, 2017  
**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:

- if 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.

Friday, September 8, 2017  
**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: guidry@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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017

**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)).

Tuesday, October 10, 2017

**30th day before Election Day**

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017

**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)

Monday, October 23, 2017

**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.

Saturday, October 28, 2017

**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.

Friday, November 3, 2017

**4th day before Election Day**

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

**TUESDAY, NOVEMBER 7, 2017**  
**ELECTION DAY**

**NOTE: The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk’s office.**

### BILLING/LEASING RATES FOR POLITICAL SUBDIVISIONS

EQUIPMENT	LEASE RATE
<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



## ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS CONTRACT is made this 14<sup>th</sup> day of August, 2017, by and between the Political Subdivision of Port of Beaumont, 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 7, 2017 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 7, 2017 Election. Jefferson County's certified Hart electronic voting equipment is to be used in the November 7, 2017, 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. Jefferson County will make emergency appointments of election officials if necessary.
- (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 22 month and permanent storage 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 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 Countywide polling locations on the attached Exhibit B.

(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.

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 in Exhibit A.

(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<sup>th</sup> 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 thereto, 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 September 8, 2017. If Political Subdivision's election is cancelled after deadline in the Timetable, 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 Port of Beaumont 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:

### **PORT OF BEAUMONT:**

David C. Fisher, Port Director and CEO  
P.O. Box 2297  
Beaumont, TX 77704

### **JEFFERSON COUNTY:**

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

IN WITNESS WHEREOF, the PORT OF BEAUMONT to the terms of this Agreement and has caused this Agreement to be executed on the 19<sup>th</sup> day of August 2017.

**PORT OF BEAUMONT**

By David C. Fisher

Name: David C. Fisher

Title: Port Director & CEO

Attest: Seale Thirk

(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 21<sup>st</sup> day of August, 2017.

**JEFFERSON COUNTY, TEXAS**

By Jeff Branick

Name: Jeff Branick

Title: County Judge

Attest: Carolyn L. Guidry



IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**JEFFERSON COUNTY, TEXAS**

By: Carolyn L. Guidry

Name: Carolyn L. Guidry

Title: County Clerk

Attest: Amy R. Zito



## EXHIBIT A



**NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 7, 2017, GENERAL ELECTION**  
**(Advice de Locales y horario para elecciones adelantadas de  
Noviembre 7, 2017 Elección General)**

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 Votación Adelantada):

Beaumont Courthouse Main - 1001 Pearl St., Beaumont, Texas  
 Port Arthur Sub-Courthouse - 525 Lakeshore Dr., Port Arthur, Texas (Tentative)  
 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  
 Groves Recreation Center - 6150 39<sup>th</sup> Street, Groves, Texas (Tentative)  
 Effie & Wilton Hebert Library - 2025 Merriman St., Port Neches, Texas

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

(Fechas y Horas para todas las localizaciones):

October 23 - 27 (Octubre 20 - 24)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 28 (Octubre 25)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 30 - 31 (Octubre 27-31)	Monday – Tuesday (Lunes – Martes)	8:00 a.m. - 5:00 p.m.
November 1 (Noviembre 1)	Wednesday (Miércoles)	8:00 a.m. - 5:00 p.m.
November 2 – 3 (Noviembre 2 – 3)	Thursday – Friday (Jueves- Viernes)	7:00 a.m. – 7:00 p.m.

## EXHIBIT B

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station**	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library **	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building **	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX 77642
ALL (todos)	O W COLLINS RETIREMENT CENTER	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Dr. Mae Jones-Clark Elementary	3525 Cleveland St.	Beaumont, TX 77703
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	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.

Prior to January 1, 2017, 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.

Thursday, August 31, 2017  
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 [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us). AND CC [ndoyle@co.jefferson.tx.us](mailto:ndoyle@co.jefferson.tx.us) \*\*

Friday, September 8, 2017  
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:

- if 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.

Friday, September 8, 2017

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: guidry@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 produce mail military and overseas ballots for the Early Voting Clerk.\*\*

Saturday, September 23, 2017

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)).

Tuesday, October 10, 2017

30th day before Election Day

Last day to register to vote or make a change of address effective for the November 7, 2017 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))

Friday, October 20 2017

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)

Monday, October 23, 2017

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)).

**EXHIBIT "D"**  
**CONTRACT COSTS**

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

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
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

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

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

REVISED 07/19/16

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.

Saturday, October 28, 2017

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.

Friday, November 3, 2017

4th day before Election Day

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

TUESDAY, NOVEMBER 7, 2017  
ELECTION DAY

**NOTE: The November Election Law Calendar has not been published by the SOS and the dates have been estimated by the County Clerk’s office.**



# Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 21st day of August, 2017, on a motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, **Dr. Terrie Looney, Coastal and Marine Services Agent**, has devoted 19 years of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, **Dr. Terrie Looney**, began her career with Texas A&M Agrilife Extension Service, Texas Sea Grant and Jefferson County in 1998 as a Coastal and Marine Resource Agent under the direction of Vince Mannino, she has worked in all aspects her profession not only in Jefferson, but Chambers, Liberty, Hardin, and Orange counties as well; and

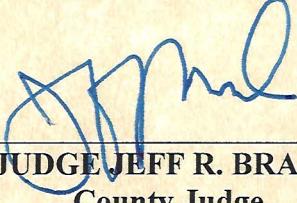
WHEREAS, **Dr. Terrie Looney**, received her Ph.D. in 2015; and

WHEREAS, through hard work and commitment to excellence, **Dr. Terrie Looney**, has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to Jefferson County, the Texas A&M Agrilife Extension Service and Texas Sea Grant program, **Dr. Terrie Looney**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

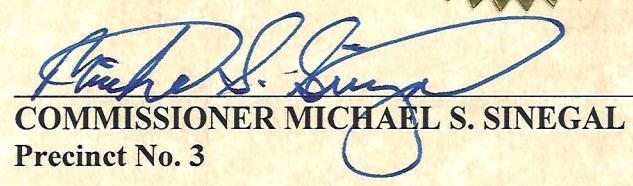
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Dr. Terrie Looney**, for her dedicated service as a valuable employee of Jefferson County, Texas A&M Agrilife Extension Service, and Texas Sea Grant program and wishes her well in her retirement.

SIGNED this 21st day of August 2017.

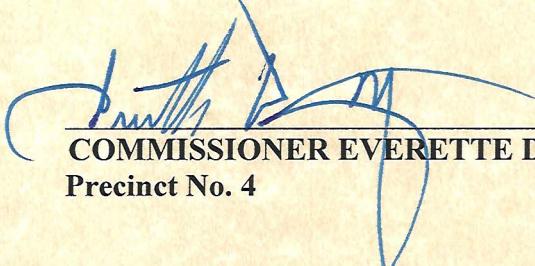
  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Tim Funchess  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[tfunchess@co.jefferson.tx.us](mailto:tfunchess@co.jefferson.tx.us)

August 11, 2017

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of July 31, 2017, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.518%. The interest rate on funds invested in an investment account at Wells Fargo is currently .30%.

The 90 day Treasury interest rate on July 31, 2017 was 1.075% and the interest on your checking accounts for the month of July was .30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda August 21, 2017, to be received and filed.

Sincerely,

A handwritten signature in blue ink that reads "Tim Funchess".

Tim Funchess, CCT, CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2017,  
 including the year to date total earnings on County funds.

**JEFFERSON COUNTY  
MONTH END JULY 31, 2017 INVESTMENT SCHEDULE**

This is an unaudited statement made in  
The investment portfolios of Jefferson

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act. The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

*Tim Funchess, Jefferson County Investment Officer*

Tim Funchess, Jefferson County Investor

OVER OR (UNDER) AMOUNT:

FISCAL YEAR 2016-2017			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.366%	\$3,646.03	0.100%
NOVEMBER	0.480%	\$23,545.66	0.100%
DECEMBER	0.500%	\$32,407.80	0.100%
JANUARY	0.523%	\$7,122.83	0.100%
FEBRUARY	0.523%	\$35,883.57	0.100%
MARCH	0.769%	\$19,840.96	0.100%
APRIL	0.803%	\$27,640.73	0.100%
MAY	0.978%	\$11,797.59	0.100%
JUNE	1.037%	\$81,016.70	0.300%
JULY	1.075%	\$15,573.68	0.300%
AUGUST			
SEPTEMBER			
<b>ANNUAL TOTALS</b>		<b>\$ 258,475.55</b>	

Permit No. 07-U-17Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date 08/14/17

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Entergy Texas Inc. (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Electricity, location of which is fully described as follows:

1 aerial, 1 plan/profile

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after August 15, 20 17.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on \_\_\_\_\_, and all subsequent revisions thereof to date.

Company Entergy Texas Inc.

By Al Harrington

Title Right of Way

Address P. O. Box 2951  
, Beaumont, TX 77702

Telephone 409/785-2266

Fax No. aharrin@entergy.com

**FOR COMMON CARRIER PIPELINE COMPANY ONLY**

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>N/A</u>	road crossing @ \$100.00	\$	<u>N/A</u>
<u>N/A</u>	miles parallel @ \$150.00/mile or fraction	\$	<u>N/A</u>
	TOTAL	\$	

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

for Steve Hoffman  
Director of Engineering  
08/14/17  
Date

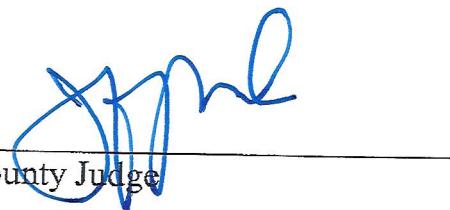
## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

### COMMISSIONERS COURT

By \_\_\_\_\_

County Judge





*Entergy*



Entergy Distribution  
P.O. Box 2951  
Beaumont, TX 77704

*PERMIT 07-U-17*

Date: 8/8/17

Jefferson County Engineering Dept.  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, TX  
77701

Regards: Undergound Power Line, Blewitt Road

Dear Jefferson County Engineering Dept.:

Entergy Texas Inc. is self insured and self bonded to the degree that if repairs to Blewitt Road are needed as a result of the installation of an underground power line as proposed in the attached permit application, Entergy Texas can make such repairs without economic duress. In addition, Entergy Texas plans to employ T&D Solutions to install this underground power line. In the event T&D Solutions causes the need for repairs to Blewitt Road as a result of the installation of an underground power line as proposed in the attached permit application, Entergy Texas will make such repairs on behalf of T&D Solutions.

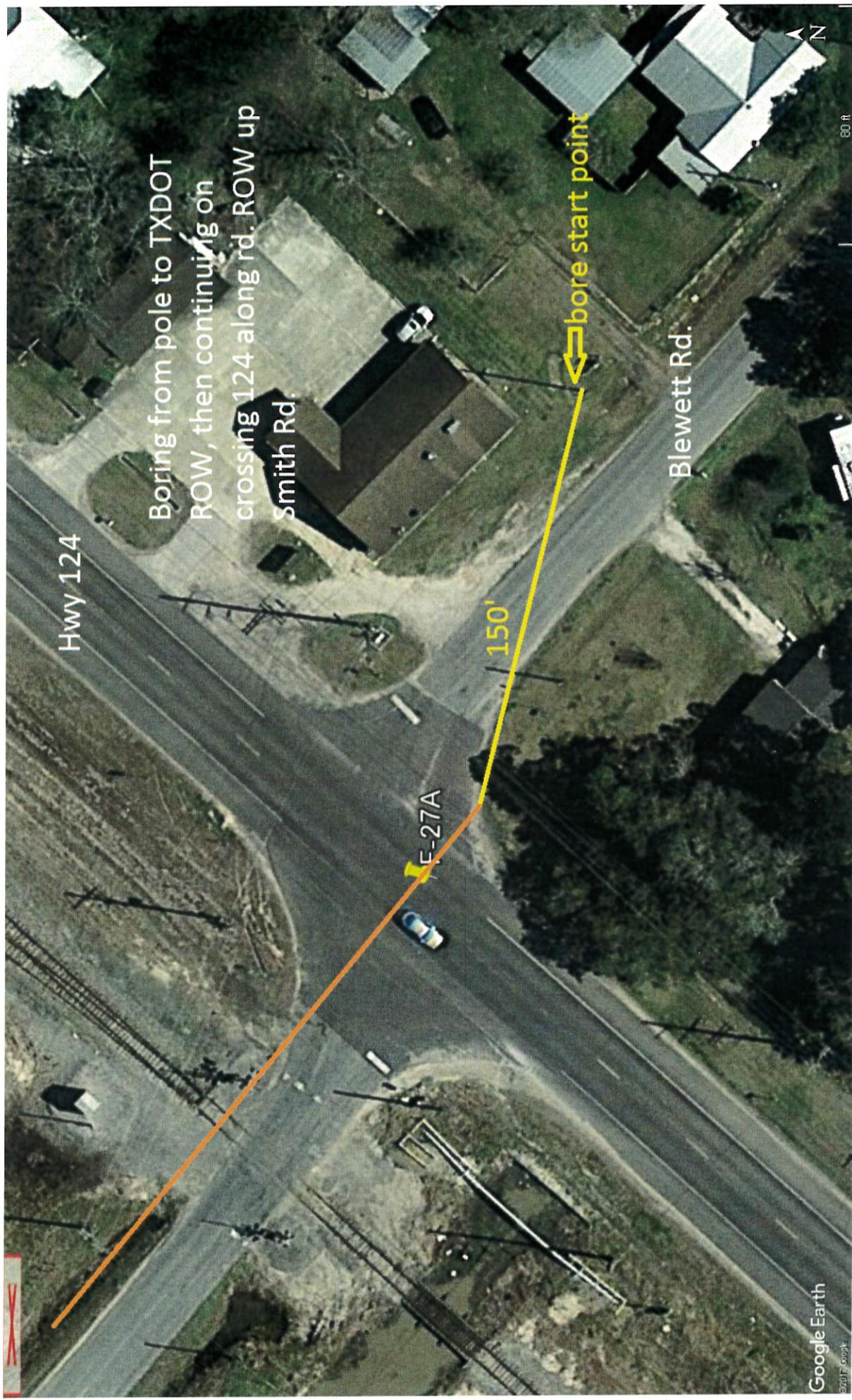
Sincerely,

Al Harrington

Right of Way Dept.

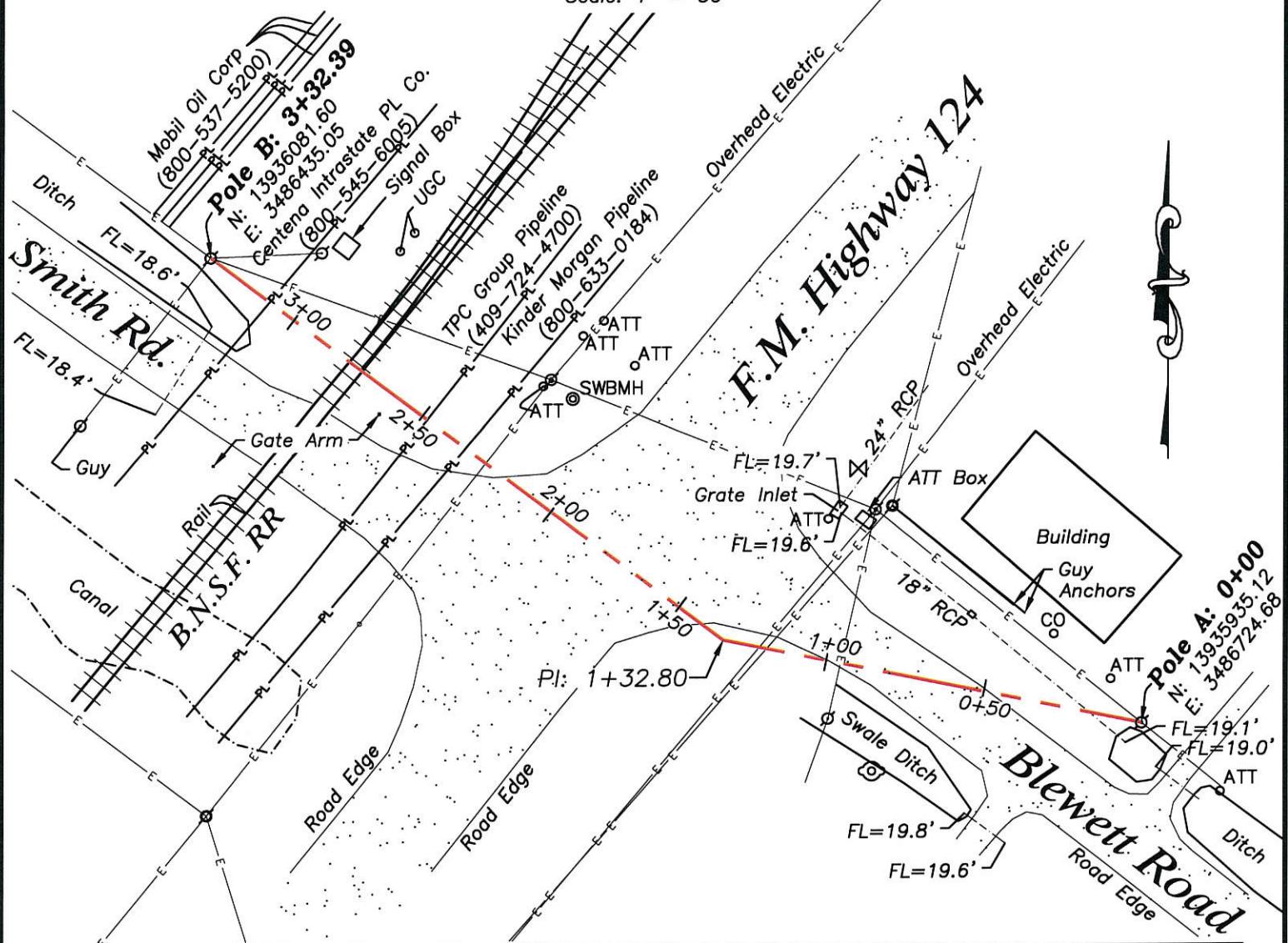
60 N. 11<sup>th</sup> Street

Beaumont, TX 77702



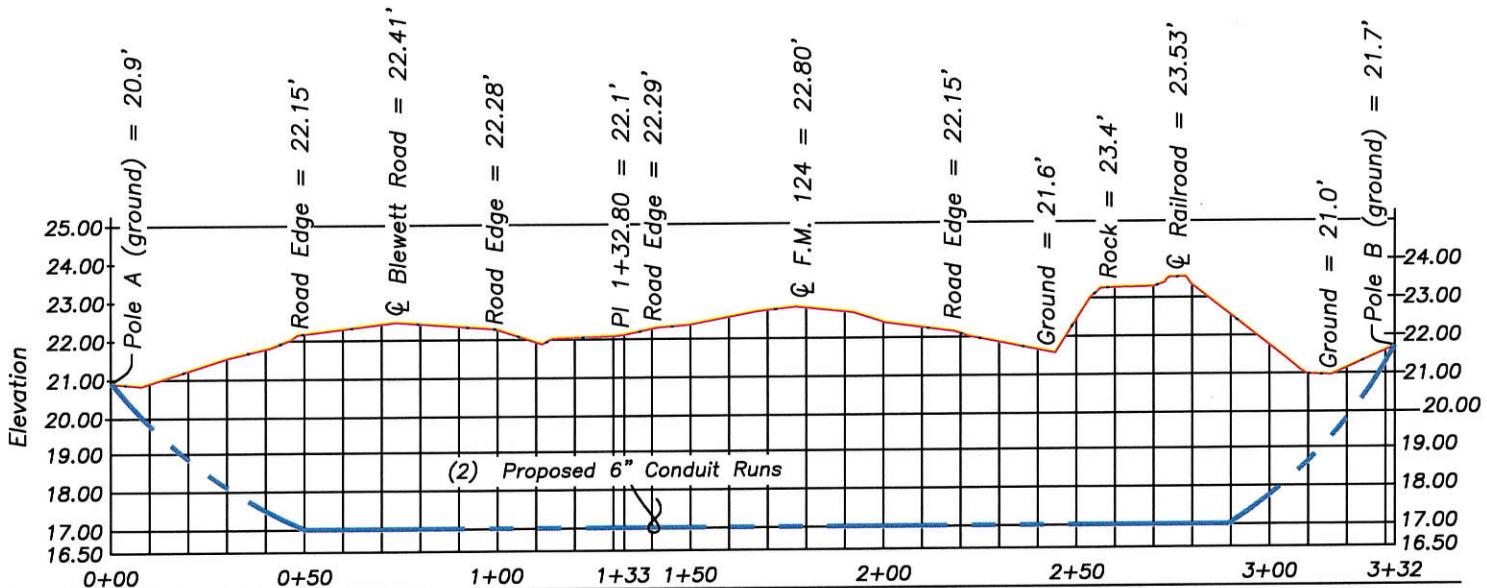
**Plan View**

Scale: 1" = 50'

**Profile View**

Horiz. Scale: 1" = 50'

Vert. Scale: 1" = 5'



RCP = Reinforced Concrete Pipe

SWB MH = Southwestern Bell Manhole

UGC = Underground Cable

ATT = AT&amp;T Underground Cable Pedestal

CO = Cleanout

☒ = Water Meter

Ⓐ = Gas Meter

○ = Utility Pole

**Surveyor's Notes:**

- (1) Project orientated to Grid North, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone. All coordinates are grid.
- (2) All elevations were obtained by RTK GPS observation and tied to Trimble's VRS network (NAVD88).
- (3) No underground utilities were located. A Texas811 "One-Call" locate request should be placed before any excavation takes place.
- (4) Pipelines shown hereon are based on above ground markers only and should be verified before bore.
- (5) Proposed 6" conduits must have a minimum coverage of 4 feet under roadways and 3 feet under ditches.

 **Access Surveyors**  
Commercial - Industrial - Residential

11025 Old Voth Road - Beaumont, Texas 77701  
Telephone (409) 838-6322 Facsimile 838-6122  
www.access-surveyors.com § rpls5163@aol.com  
File: 2017379Rev1 Firm No. 10136400 Technician: SNB



Plat Prepared for:

**Entergy**Entergy Texas, Inc.  
60 N. 11th Street  
Beaumont, TX 77702

**Permit Drawing**  
for  
Proposed Boring Location  
Entergy Texas, Inc.  
T. & N.O. RR SURVEY,  
Section 21, Abstract 261  
Jefferson County, Texas  
August 10, 2017



# JEFFERSON COUNTY SHERIFF'S OFFICE

## SHERIFF ZENA STEPHENS

### MEMORANDUM

DATE: August 16, 2017

TO: Honorable Judge Jeff Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred  
  
FROM: Major John Shauberger

RE: Extended Leave for Officer Sandra Canute

At the request of Sheriff Zena Stephens, consider and possibly approve granting extended leave without pay for up to 90 days for Sandra Cantue, a Detention Officer with the Jefferson County Correctional Facility.

Sincerely,



Major John Shauberger

**Special, August 21, 2017**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 21, 2017