



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 17, 2015 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – February 10, 2015
- * Confirmation of committee appointments
- A) Authorize the settlement of the claim of Ikea Tyler
- B) Authorize the settlement of the claim of Shawanda Adams

BEAUMONT
— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: February 17, 2015

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the claim of Ikea Tyler.

BACKGROUND

This matter was presented and discussed in Executive Session held on February 3, 2015. The City Attorney is requesting authority to settle this claim in the amount of \$9,500.

FUNDING SOURCE

General Liability Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, the claim of Ikea Tyler has been discussed in an Executive Session properly called and held Tuesday, February 3, 2015; and,

WHEREAS, the City Attorney is requesting authority to settle this claim;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Attorney be and he is hereby authorized to settle the claim of Ikea Tyler for the receipt of the sum of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the claim.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 17th day of February, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: February 17, 2015

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the claim of Shawanda Adams.

BACKGROUND

This matter was presented and discussed in Executive Session held on February 3, 2015. The City Attorney is requesting authority to settle this claim in the amount of \$8,000.

FUNDING SOURCE

General Liability Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, the claim of Shawanda Adams has been discussed in an Executive Session properly called and held Tuesday, February 3, 2015; and,

WHEREAS, the City Attorney is requesting authority to settle this claim;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Attorney be and he is hereby authorized to settle the claim of Shawanda Adams for the receipt of the sum of Eight Thousand and 00/100 Dollars (\$8,000.00); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the claim.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 17th day of February, 2015.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS FEBRUARY 17, 2015 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider authorizing the City Manager to execute a Joint Election Agreement between Jefferson County and the City of Beaumont for the General Election being held jointly with the Port of Beaumont

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * Consider matters related to appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee in accordance with Section 551.074 of the Government Code to wit:

Kyle Hayes, City Manager

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

February 17, 2015

Consider authorizing the City Manager to execute a Joint Election Agreement between Jefferson County and the City of Beaumont for the General Election being held jointly with the Port of Beaumont

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tina Broussard, City Clerk, TRMC 

MEETING DATE: February 17, 2015

REQUESTED ACTION: Council to consider authorizing the City Manager to execute a Joint Election Agreement between Jefferson County and the City of Beaumont for the General Election being held jointly with the Port of Beaumont.

BACKGROUND

This joint Election Agreement is a requirement of Jefferson County for the County Clerk to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code. Each participating authority agrees to pay Jefferson County for equipment, supplies, services and administrative costs. The Jefferson County Clerk will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a joint Election Services Agreement between Jefferson County and the City of Beaumont for the City of Beaumont General Election being held jointly with the Port of Beaumont. The Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 17th day of February 2015.

- Mayor Becky Ames -



ELECTION SERVICES AGREEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS CONTRACT is made this ____ day of _____, 2015, by and between the following Political Subdivisions; City of Beaumont, Port of Beaumont, City of Nederland, Nederland Independent School District, City of Nome, City of Bevil Oaks, City of China 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.. 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 Subdivisions 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 Subdivisions certain election services and equipment needed by Political Subdivision in connection with the holding of its May 2015 Election. Jefferson County's certified Hart Intercivic electronic voting equipment is to be used in the May 2015 Joint Election. The joining parties are the City of Beaumont, Port of Beaumont, City of Nederland, Nederland Independent School District, City of Nome, City of Bevil Oaks, and City of China

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. 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 Subdivisions and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- b. 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.

- c. 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 Subdivisions.
- d. 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).
- e. Arrange for the early ballot board, signature verification committee, and give and unofficial hand count of paper ballot to the presiding judge by 7pm on Election Night.
- f. Notify and coordinate presiding election judges, alternate judges, and all other election officials in accordance with the Texas Election Code.
- g. Arrange for the use of early voting location and Election Day polling locations
- h. The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Political Subdivision will also pay the fore-mention for their services and time in accordance with their rate of pay policy.
- i. On the 7th day after the election provide an official tabulated canvass of the electronic media and paper ballots at the Counting Station administered by the Tabulation and Assistant Tabulation supervisors.
- j. 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 Subdivisions in a timely manner.
- k. Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the 22month and permanent storage of said election records as provided by law.
- l. Provide information services for voters and election officers.
- m. 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 each Political Subdivision.

- n. Canvass the returns and declare the election results for Political Subdivision.
- o. 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 an early voting locations used by the county which reside in the Political Subdivision jurisdictional boundaries and adopt all early voting dates, and times recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision may adopt any of the Election Day precinct polling locations used for countywide voting that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the joint election notice and the public test notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision as much as possible on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database,

maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has started, the Political Subdivision responsible will incur the cost of re-programming. Each 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) 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.

(i) Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(j) The deposit will be waived for this Election Agreement for all Political Subdivisions. All cost will be assessed and a detailed billed will be rendered within 30 day after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

4. COST OF SERVICES.

Political Subdivision shall share some expenses for the above services, supplies and equipment. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost.

Adherence to the Timetable is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines.

(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 and any Vote Center on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, they shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by March 5, 2013. 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 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between City of Beaumont, Port of Beaumont, City of Nederland, Nederland Independent School District, City of Nome, City of Bevil Oaks, City of China, 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 BEAUMONT, TEXAS:

Kyle Hayes, City Manager
801 Main
Suite 300
Beaumont, TX 77701

PORT OF BEAUMONT, TEXAS

Chris Fisher, Port Director & CEO
P O Box 2297
Beaumont, Texas 77704

CITY OF NEDERLAND

Christopher Duque, City Manager
P O Box 967
Nederland, Texas 77627

NEDERLAND INDEPENDENT SCHOOL DISTRICT

Melissa Wong, Business Manager
220 17th Street
Nederland, Texas 77627

CITY OF NOME

David Studdert
1586 2ND Street
Nome, Texas 77626

CITY OF BEVIL OAKS

The Honorable Becky Ford, Mayor
7525 Sweetgum Ln
Bevil Oaks, Texas 77713

CITY OF CHINA

The Honorable Ella Johnston-Leger
P O Box 248
China, Texas 77613-0248

JEFFERSON COUNTY:

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

IN WITNESS WHEREOF, the City of Beaumont agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of Beaumont, Texas

By _____
Name: Kyle Hayes
Title: City Manager

Attest: _____

(seal)

IN WITNESS WHEREOF, the Port of Beaumont agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

Port of Beaumont, Texas

By _____
Name: Chris fisher
Title: Port Director & CEO

Attest: _____

(seal)

IN WITNESS WHEREOF, the City of Nederland agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of Nederland, Texas

By _____
Name: Christopher Duque
Title: City Manager

Attest: _____

(seal)

IN WITNESS WHEREOF, Nederland Independent School District agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

Nederland Independent School District

By: _____
Name: Melissa Wong
Title: Business Manager

Attest _____
(seal)

IN WITNESS WHEREOF, the City of Nome agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of Nome, Texas

By _____

Name:

Title:

Attest: _____

(seal)

IN WITNESS WHEREOF, the City of Bevil Oaks agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of Bevil Oaks, Texas

By _____

Name: Becky Ford

Title: Mayor

Attest: _____

(seal)

IN WITNESS WHEREOF, the City of China agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

City of China, Texas

By _____
Name: Ella Johnston-Leger
Title: Mayor

Attest: _____

(seal)

IN WITNESS WHEREOF, Jefferson County agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ of _____ 2015.

Jefferson County, Texas

By: _____

Name: Carolyn L. Guidry

Title: County Clerk

Attest _____

(seal)