

FORT BEND COUNTY ²⁰¹⁰ FY ~~2009~~
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: September 28, 2009	Submitted By: John Oldham
Court Agenda Date: October 6, 2009	Department: Elections
	Phone Number: 281-341-8673

SUMMARY OF ITEM: Approval of Joint Election Agreements for November 3, 2009 with the City of Houston, Fort Bend County MUD 49, Sienna Plantation LID, & North Mission Glen MUD

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: *Contracts submitted to Judges Office*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: _____ Account Number: _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

10-9-09 ret. to John Oldham at Elections -
2 origs Houston
3 origs mud 49
2 origs sienna
3 origs. N. mission Glen

Special Handling Requested (specify):

4600009959

NCA

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Houston, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 3, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding an election for the purpose of electing Municipal officers on November 3, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. THE UNITED STATES OF AMERICA v. FORT BEND COUNTY, TEXAS; Cause No. 4:09-cv-1058

A. On April 13, 2009, the United States District Court for the Southern District of Texas approved a Consent Decree, Judgment and Order, hereinafter referred to as "the Decree," whereby Fort Bend County agreed to specific methods of conducting elections, all in compliance with state law, the Voting Rights Act and the Help America Vote Act. Section 2 of the Decree states "whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Section 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act." By entering into this contract with Fort Bend County, the Political Subdivision agrees to the terms of the Decree and agrees to conduct this election in compliance with the terms of the Decree.

B. Attached as Attachment A to this CONTRACT is a copy of the Decree and a checklist for the Political Subdivision. It is the sole responsibility of the Political Subdivision to read and understand the Decree and to conduct this election in compliance with the Decree.

II. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

III. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment B.

If polling places for the November 3, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 2, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 3, 2009 election.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, to provide technical support during voting hours, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the political subdivision as determined by said subdivision's Human Resources Department.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to

assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment C of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Grasie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

X. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment D of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve

as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement, including the possible runoff election, shall be approximately **\$49,900.00**. Political Subdivision agrees to pay to Fort Bend County, with respect to the Joint Election, a **deposit of \$9,580.00**, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County for the November 3, 2009 general election under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political

Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. LIMIT OF APPROPRIATION

(1) The Political Subdivision's duty to pay money to Fort Bend County under this agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City of Houston's Charter and Article XI, Section 5 of the Texas Constitution, the Political Subdivision has appropriated and allocated the sum of **\$49,900.00** to pay money due under this agreement (the "Original Allocation"). The executive and legislative officers of the Political Subdivision, in their discretion, may allocate supplemental funds for this agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The Political Subdivision makes a Supplemental Allocation by issuing to Fort Bend County a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The Political Subdivision shall never be obligated to pay any money under this agreement in excess of the Allocated Funds. Fort Bend County must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Fort Bend County's only remedy is suspension or termination of its performance under this agreement, and it has no other remedy in law or in equity against the Political Subdivision and no right to damages of any kind.

XVIII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XIX. EXECUTION

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 6 day of October, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2009 been executed on behalf of the City of Houston by its Mayor or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY

By *Robert E. Hebert*
Robert E. Hebert, County Judge

ATTEST:

CONTRACTING OFFICER

John Oldham
John Oldham
Elections Administrator

APPROVED AS TO FORM

By *Mary Reveles*
Mary Reveles
Assistant County Attorney

ATTEST/SEAL:

Christina Russell
City Secretary

CITY OF HOUSTON, TEXAS

Signed by: *Bill White*
Mayor *Martha L. Stein*

APPROVED AS TO FORM:

Lani P. Uyeyra
Assistant City Attorney
L.D. File No. 0230900028001
LPN\20101

COUNTERSIGNED BY:

Annise D. Parker
City Controller *Annise D. Parker*

DATE COUNTERSIGNED:

9-23-09

C.F.R. pt. 51, Appendix. As a result, Fort Bend County has been under notice of its obligations under Section 4(f)(4) since 1975. The Department of Justice has sent Fort Bend County and other covered jurisdictions information regarding the bilingual election requirements of the Voting Rights Act. Plaintiff alleges that Defendant has not complied with all of the requirements of Section 4(f)(4) for Spanish-speaking citizens residing in Fort Bend County by failing to provide an adequate number of bilingual poll officials trained to effectively assist Spanish-speaking voters on election day, and by failing to provide in an effective manner certain election-related information to Spanish-speaking voters.

Fort Bend County is subject to the requirements of Section 208 of the Voting Rights Act, as amended, 42 U.S.C. § 1973aa-6 (“Section 208”). Section 208 provides that “[a]ny voter who requires assistance to vote by reason of blindness, disability or inability to read or write may be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union.” 42 U.S.C. § 1973aa-6. Plaintiff alleges that Fort Bend County, through its employees and agents, prevented some limited-English proficient Spanish-speaking voters from securing assistance at the polls necessary for their participation in the voting process, in violation of Section 208.

Plaintiff also alleges that Defendant has failed to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 (“HAVA”), 42 U.S.C. §§ 15301 et seq., as it applies to Federal elections. Among other things, Plaintiff alleges that the County has failed to ensure that provisional ballots are provided to all voters in Federal elections who believe that they are eligible to vote in the elections, even if the voter is not listed in the registration book. 42 U.S.C. § 15482(a). Further, Plaintiff alleges that the County has failed to ensure that all provisional voters have received information on how to ascertain the outcome of

their provisional ballots. 42 U.S.C. § 15482(a)(5)(A). Plaintiff alleges that Fort Bend County has not met these HAVA requirements, in part, because it fails to train its poll workers adequately, monitor poll workers' compliance with HAVA, or otherwise ensure compliance in its polling places.

To avoid protracted and costly litigation, the parties have agreed that this lawsuit should be resolved through the terms of this Consent Decree (the "Decree"). Accordingly, the United States and Defendant hereby consent to the entry of this Decree, as indicated by the signatures of counsel at the end of this Order. The parties waive a hearing and entry of findings of fact and conclusions of law on all issues involved in this manner. Each party shall bear its own costs and fees.

Without admitting or denying that it has not fully complied with all of the provisions of Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act, Defendant continues to be committed to comply fully with all of such requirements in future elections. Therefore, to confirm its commitments, Defendant stipulates that each provision of this Decree is appropriate and necessary.

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. Defendant, its agents, employees, contractors, successors, and all other persons representing the interests of Defendant are hereby PERMANENTLY ENJOINED from:
 - a. Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English, as required by Section 4(f)(4) of the Voting Rights Act, 42 U.S.C. § 1973b(f)(4);

- b. Prohibiting “[a]ny voter who requires assistance to vote by reason of blindness, disability, or inability to read or write . . . [to] be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union,” 42 U.S.C. § 1973aa-6; and
- c. Failing to ensure that poll workers receive adequate training regarding the use and distribution of provisional ballots under Section 302(a) of HAVA.

2. The terms of this Decree apply to all Federal, state, and local elections that are administered by the County. Whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

Assistors of Choice

3. Defendant shall ensure that Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write may be given or permitted assistance from persons of the voters’ choice, other than the voters’ employers or agents of those employers or officers or agents of the voters’ unions, and that such assistance shall include assistance in the voting booth, including reading or interpreting the ballot and instructing voters on how to select the voters’ preferred candidates.

Translation and Dissemination of Election-Related Materials

4. All information that is disseminated by Fort Bend County in English about “registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots,” 42 U.S.C. § 1973b(f)(4), shall also be provided in the Spanish language.

5. Defendant shall ensure that all Spanish and English language election information, materials, and announcements are made equally available. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known to Defendant that exclusively or regularly publish or broadcast information in Spanish to the local

population. Defendant's distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements.

Defendant may rely upon recommendations of the Advisory Group with regard to the requirements of this Paragraph.

Spanish Language Assistance

6. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations. Trained bilingual (Spanish and English fluent) election personnel shall be available to answer voting-related questions by telephone without cost during normal business hours and while the polls are open on election days. The County may coordinate the provision of such services with other governmental entities that conduct elections.

7. Fort Bend County and the Fort Bend County Elections Administrator shall recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

8. Fort Bend County shall survey its employees to identify personnel who speak Spanish fluently and, to the extent Fort Bend County in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election day. The County shall request that cities, school districts, and other entities that are involved in elections conducted by Fort Bend County perform similar surveys of their employees. The County shall also request each school district or other educational entity within the County to devise and implement a program that allows and encourages bilingual students selected (as permitted by state law and as part of an educational program devised by such district) to serve as poll officials on election day for all County elections, including election days that fall on school days, with such students receiving the pay and benefits provided by law for such poll officials. The County shall advise counsel for the United States of any entity that does not participate fully in the event that there is difficulty obtaining sufficient bilingual personnel.

9. The County shall invite eligible members of the Advisory Group, discussed below, to serve as poll officials and to encourage other bilingual voters to do so.

10. In addition to the requirements of state law,

- a. Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official or poll worker;
- b. Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials or poll worker;
- c. Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials or poll worker;
- d. Each early voting location shall be staffed by at least one bilingual election official or poll worker; and

- e. Defendant shall employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials or poll workers as required under Paragraph 10(a)-(d) above.

The parties may, by written agreement or recommendation of the Advisory Group, discussed below, adjust these requirements in light of reliable information that the actual need for language assistance in a particular polling place is lesser or greater than these standards or that the anticipated voter turnout is substantially lower than average voter turnout.

11. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

Election official training

12. Prior to each election, in addition to any required state or county training, the County shall provide training to all poll officials and other election personnel present at the polls or early voting locations regarding the following:

- a. The provisions of Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls, other than the voter's employer or agent of that employer or officer or agent of the voter's union; and
- b. The provisions of Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments; and
- c. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the County to provide provisional voters with information on how to ascertain the outcome of their provisional ballots.

In addition to the general training for poll officials, the County shall provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues. The County shall maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved. The County shall allow representatives of the Department of Justice to attend any training provided pursuant to this Decree.

Response to Complaints About Poll Officials

13. Defendant, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters in any election conducted by Fort Bend County. The results of the investigation(s) conducted by the Defendant shall be reported to the United States within 30

days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendant shall remove those poll officials.

Spanish Language Election Program Coordinator

14. The County shall designate an individual to coordinate the County's Spanish language election program ("the Coordinator") for all elections within the County. The County shall provide the Coordinator with support sufficient to meet the goals of the program. The Coordinator shall be able to understand, speak, write, and read fluently both Spanish and English. The Coordinator's responsibilities shall include coordination of the translation of ballots and other election information; development and oversight of Spanish publicity programs, including selection of appropriate Spanish language media for notices and announcements; training, recruitment, and assessment of Spanish language proficiency of bilingual poll officials and interpreters; and managing other aspects of the program.

Advisory Group

15. The County shall establish an Advisory Group to assist and inform the Spanish language election program as provided in Exhibit A, attached hereto. The Advisory Group shall be open to any interested person or organization. The County shall maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member. The Advisory Group shall meet regularly for six months prior to the first election conducted by the County under the Decree, and at least once during the two months after the election. Thereafter, the Advisory Group shall meet as it determines is necessary so long as it meets at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election. The parties may by writing adjust the Advisory Group's meeting schedule after consultation with the Advisory Group. The Coordinator shall provide notice of all planned meetings, including the date, time, location, and agenda at least 14 days in advance of such meeting, although members of the Advisory Group may agree to waive or shorten this time period as necessary. The Coordinator shall preside over all Advisory Group meetings and shall have the right to direct participation of the Advisory Group so that meetings are focused on promoting equal language access to election-related activities and other related issues.

16. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

17. The County shall transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or

made available to the electorate and general public, and request that they share such information with others.

Federal Observers

18. To monitor compliance with and ensure effectiveness of this Decree, and to protect the Fourteenth Amendment rights of the citizens of Fort Bend County, the appointment of Federal observers is authorized for Fort Bend County pursuant to Section 3(a) of the Voting Rights Act, 42 U.S.C. § 1973a(a), as long as the Decree is in effect.

19. Defendant shall recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election day, including the authority to view County personnel providing assistance to voters during voting, except where the voter objects.

Evaluation of plan

20. The parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish language program. Defendant shall evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. The program may be adjusted at any time upon joint written agreement of the parties.

Retention of Documents and Reporting Requirements

21. During the duration of this Decree, the County shall make and maintain written records of all actions taken pursuant to this Decree and shall produce copies of such records to the United States upon its request. See generally 42 U.S.C. §§ 1974, 1974b.

22. During the duration of this Decree, at least 30 days before each County administered election held in the County, Defendant shall provide to counsel for the United States:

- (a) the name, address, and precinct designation of each polling place and early voting location;
- (b) the name and title of each poll official appointed and assigned to serve at each polling place and early voting location, as of the date the materials are sent;
- (c) a designation of whether each poll official is bilingual in English and Spanish;
- (d) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
- (e) copies of any signs or other written information provided at polling places; and
- (f) agendas and minutes from previous meetings of the Advisory Group.

Within 45 days after each such election, the County shall provide to counsel for the United States any updated report regarding changes in these items, as well as (1) information about all complaints the County received at the election regarding language or assistance issues,

and (2) the name of the voters who cast a ballot at each early voting location. This information shall be sent by express mail or electronically to the following address:

Voting Section
United States Department of Justice
Civil Rights Division
1800 G Street, N.W., Room NWB-7254
Washington, D.C. 20006
Facsimile: (202) 307-3961
Yvette.Rivera@usdoj.gov

Other Provisions

23. This Decree is final and binding between the parties and their successors in office regarding the claims raised in this action. Defendant shall employ its best efforts to implement all of the terms of this Decree by the May 9, 2009 municipal/school election conducted by the County. Thereafter, Defendant must comply fully with the terms of this Decree, which shall remain in effect through December 31, 2012.

24. The Court shall retain jurisdiction of this case to enter further relief or such other orders as may be necessary for the effectuation of the terms of this agreement and to ensure compliance with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

25. Within 20 days of the entry of this Decree, Defendant shall submit the voting changes occasioned by this Decree to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c.

Agreed to this ____ day of _____, 2009.
AGREED AND CONSENTED TO:

For Plaintiff:
ERIC HOLDER
Attorney General

For Defendant:

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

TIM JOHNSON
Acting United States Attorney

/s Daniel David Hu
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950 Pennsylvania Avenue NW
Room NWB-7254
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202 305 4953
202 307 3961 (fax)
Yvette.Rivera@usdoj.gov

JUDGMENT AND ORDER

This Court, having considered the United States' claims under Sections 4(f)(4) and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973b(f)(4) and 1973aa-6, and Section 302(a) of the Help America Vote Act, 42 U.S.C. § 15482(a), and having determined that it has jurisdiction over this claim, has considered the terms of the Consent Decree, and hereby enters the relief set forth above and incorporates those terms herein.

ENTERED and ORDERED this ____ day of _____, 2009.

UNITED STATES DISTRICT JUDGE

ATTACHMENT A
CONSENT DECREE CHECKLIST

1. **Assistors of Choice:** Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write **MUST** be given or permitted assistance from persons of the voters' choice, including assistance in the voting booth, reading or interpreting the ballot and instructing voters how to select the voters' preferred candidates. See Section 3, Page 4 of Consent Decree.

2. **Translation and Dissemination of Election-Related Materials:** All information that is disseminated in English must be disseminated in Spanish, including but not limited to: registration or voting notices, ballots, forms, instructions, assistance, or other materials or information relating to the electoral process. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known that exclusively or regularly publish or broadcast information in Spanish to the local population. Distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements. See Section 4 & 5, Page 5 of Consent Decree.

3. **Spanish Language Assistance:** See Section 6-11, Pages 5-7 of Consent Decree.
 - A. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations.

 - B. Recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

 - C. Survey its employees to identify personnel who speak Spanish fluently and, to the extent the entity in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election-day.

 - D. In addition to the requirements of state law:
 - Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official;
 - Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials;
 - Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials;
 - Early voting locations shall be staffed by at least one bilingual election official;
 - Employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials as required in Section D.

 - E. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

4. **Election Official Training:** Prior to each election, in addition to any required state or county training, provide training to all poll officials and other election personnel present at the polls regarding:
 - A. Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls;

 - B. Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments;

 - C. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the entity to provide provisional voters with information on how to ascertain the outcome of their provisional ballots;

 - D. Provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues;

- E. Maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved;
- F. Allow representatives of the DOJ to attend any training.
See Section 12, Pages 8-9 of Consent Decree.
5. Response to Complaints: Upon receipt of complaints by voters, whether oral or written, investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters. The results of the investigation(s) conducted shall be reported to the DOJ within 30 days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendants shall remove those poll officials. See Section 13, Page 9 of Consent Decree.
6. Spanish Language Election Program Coordinator: designate an individual to coordinate the Spanish Language Election Program for all elections. See Section 14, Page 9 of Consent Decree.
7. Advisory Group: See Section 15-17, Pages 10-11 of Consent Decree.
- A. Establish an Advisory Group to assist and inform the Spanish language election program; maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member; meet at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election.
- B. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.
- C. Transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.
8. Federal Observers: Recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election-day, including the authority to view personnel providing assistance to voters during voting, except where the voter objects. See Section 18-19, Page 11 of Consent Decree.
9. Evaluation of Plan: evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. See Section 20, Page 11 of Consent Decree.
10. Retention of Documents and Reporting Requirements: See Section 21-22, Pages 12-13 of Consent Decree.
- A. Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. at least 30 days before each election held, provide to the DOJ:
- (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

ATTACHMENT B

November 3, 2009 polling places for the City of Houston:

<u>Precinct</u>	<u>Polling Place & Address</u>	<u>Precinct</u>	<u>Polling Place & Address</u>
2017	Briargate Elementary School 15817 Blue Ridge Rd Missouri City, TX 77489	2052	Briarchase Missionary Baptist Church 16000 Blue Ridge Road Missouri City, TX 77489
2023	Ridgemont Elementary School 4910 Raven Ridge Road Houston, TX 77053	2055	Willowridge High School 16301 Chimney Rock Road Houston, TX 77053
2031	Ridgegate Elementary School 6015 West Ridgecreek Drive Houston, TX 77053	2056	Mayfair Park Civic Center 6006 Arthington Ave Houston, TX 77053
2036 2116	Missouri City Baptist Church 16816 Quail Park Drive Missouri City, TX 77489	2123	Blue Ridge Elementary School 6241 McHard Road Houston, TX 77053
2051	Chasewood Clubhouse 7622 Chasewood Drive Houston, TX 77083	3043	Southwest Calvary Baptist Church 12910 West Belfort Ave Houston, TX 77099

(Attachment C)

Fort Bend County Early Voting Schedule November 3, 2009 Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Irene Stern Fulshear Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 19 – 23, 2009	8:00 a.m. to 5:00 p.m.
Saturday	October 24, 2009	8:00 a.m. to 5:00 p.m.
Sunday	October 25, 2009	CLOSED
Monday – Wednesday	October 26 – 28, 2009	8:00 a.m. to 5:00 p.m.
Thursday – Friday	October 29 – 30, 2009	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX
Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX

Day	Date	Hours
Monday - Friday	October 19 – 23, 2009	10:00 a.m. to 7:00 p.m.
Saturday	October 24, 2009	8:00 a.m. to 5:00 p.m.
Sunday	October 25, 2009	CLOSED
Monday – Wednesday	October 26 – 28, 2009	10:00 a.m. to 7:00 p.m.
Thursday – Friday	October 29 – 30, 2009	7:00 a.m. to 7:00 p.m.

ATTACHMENT D

**City of Houston Proposed Election
Estimate for the conduct of a Joint Election - November 3, 2009**

A. Statistical Information

1. Projected voter turnout in election	<u> </u>
2. Number of election day polling places (excluding early voting)	<u> 10 </u>
3. Number of county designated election precincts	<u> 21 </u>
4. Number of polling places shared with another entity	<u> 10 </u>
5. Number of public buildings used as polling places	<u> 4 </u>
6. Number of early voting stations	<u> 1 </u>
7. Voting system:	<u> DRE </u>

ATTACHMENT D

B. Cost of Election

					Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)					
		Clerks x	Rate x	Hours /	Entities	
a.	Early voting judges / clerks	<u>3</u> x	<u>\$10</u> x	<u>105</u> /	<u>2</u>	<u>\$1,575</u>

		Locations x	Clerks x	Hours x	Rate /	Entities
b.	Election day judges / clerks	<u>10</u> x	<u>4</u> x	<u>20</u> x	<u>\$9</u> /	<u>2</u>
						<u>\$3,600</u>

2.	EV Ballot Board & other part time personnel (TEC § 87.005, 127.006)					
a.	Number of clerks and judge	_____		_____	<u>\$400</u>	_____
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))				Estimate <u>\$1,000</u>	Actual _____
4.	Election supplies & equipment					
	Election	Kits x	Cost /	Entities		
a.	Early Voting supply kits	<u>1</u> x	<u>\$35</u> /	<u>2</u>	<u>\$18</u>	_____
		Units x	Rate /	Entities		
b.	Early Voting laptop PCs	<u>1</u> x	<u>\$125</u> /	<u>2</u>	<u>\$63</u>	_____
c.	Early Voting label printers	<u>1</u> x	<u>\$25</u> /	<u>2</u>	<u>\$13</u>	_____
d.	Early Voting JBCs	<u>1</u> x	<u>\$125</u> /	<u>2</u>	<u>\$63</u>	_____
e.	Early Voting eSlates (4 -2)	<u>2</u> x	<u>\$125</u> /	<u>2</u>	<u>\$125</u>	_____
f.	Early Voting DAUs	<u>1</u> x	<u>\$150</u> /	<u>2</u>	<u>\$75</u>	_____
		Units x	Rate /	Entities		
g.	Election Day supply kits	<u>10</u> x	<u>\$35</u> /	<u>2</u>	<u>\$175</u>	_____
h.	Election Day JBCs	<u>10</u>	<u>\$125</u>	<u>2</u>	<u>\$625</u>	_____
i.	Election Day DAUs	<u>10</u> x	<u>\$150</u> /	<u>2</u>	<u>\$750</u>	_____
j.	Election Day laptop PC's	<u>10</u> x	<u>\$125</u>	<u>2</u>	<u>\$625</u>	_____
k.	Election Day label printers	<u>10</u> x	<u>\$25</u>	<u>2</u>	<u>\$125</u>	_____
l.	Election Day eSlates (40-2)	<u>38</u> x	<u>\$125</u> /	<u>2</u> (2 Free)	<u>\$2,375</u>	_____
5.	Preparation and transportation of voting equipment & supplies					
a.	Election				<u>\$200</u>	_____
6.	Polling place rental (TEC § 43.031, 43.033)					
a.	Election (number of polling places rented)				<u>\$2,100</u>	_____

ATTACHMENT D

7. Publication of electronic voting system notices) (TEC § 127.096(a))		
a. Election	\$7	
8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	\$300	
Absentee Ballots -Printed & Mailed @ \$1.00	\$200	
Mileage reimbursements	\$100	
_____	\$0	
_____	\$0	
_____	\$0	
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	\$1,452	
10. Cost of Joint election	\$15,967	

ATTACHMENT D

**City of Houston Proposed Election
Estimate for the conduct of a Run-Off Election - December 12, 2009**

A. Statistical Information

1. Projected voter turnout in election	<u> </u>
2. Number of election day polling places (excluding early voting)	<u> 10</u>
3. Number of county designated election precincts	<u> 21</u>
4. Number of polling places shared with another entity	<u> 0</u>
5. Number of public buildings used as polling places	<u> 4</u>
6. Number of early voting stations	<u> 1</u>
7. Voting system:	<u> DRE</u>

ATTACHMENT D

B. Cost of Election

						Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)						
		Clerks x	Rate x	Hours /	Entities		
a.	Early voting judges / clerks	<u>3</u> x	<u>\$10</u> x	<u>97</u> /	<u>1</u>	<u>\$2,910</u>	<u> </u>
		Locations x	Clerks x	Hours x	Rate /	Entities	
b.	Election day judges / clerks	<u>10</u> x	<u>4</u> x	<u>20</u> x	<u>\$9</u> /	<u>2</u>	<u>\$3,600</u>
2.	EV Ballot Board & other part time personnel (TEC § 87.005, 127.006)						
a.	Number of clerks and judge	<u> </u>		<u> </u>		<u>\$400</u>	<u> </u>
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))					Estimate <u>\$4,500</u>	Actual <u> </u>
4.	Election supplies & equipment						
	Election	Kits x	Cost /	Entities			
a.	Early Voting supply kits	<u>1</u> x	<u>\$35</u> /	<u>1</u>		<u>\$35</u>	
		Units x	Rate /	Entities			
b.	Early Voting laptop PCs	<u>1</u> x	<u>\$125</u> /	<u>1</u>		<u>\$125</u>	
c.	Early Voting label printers	<u>1</u> x	<u>\$25</u> /	<u>1</u>		<u>\$25</u>	
d.	Early Voting JBCs	<u>1</u> x	<u>\$125</u> /	<u>1</u>		<u>\$125</u>	
e.	Early Voting eSlates	<u>(4 -2)</u>	<u>2</u> x	<u>\$125</u> /	<u>1</u>	<u>\$250</u>	<u> </u>
f.	Early Voting DAUs	<u>1</u> x	<u>\$150</u> /	<u>1</u>		<u>\$150</u>	<u> </u>
		Units x	Rate /	Entities			
g.	Election Day supply kits	<u>10</u> x	<u>\$35</u> /	<u>1</u>		<u>\$350</u>	
h.	Election Day JBCs	<u>10</u>	<u>\$125</u>	<u>1</u>		<u>\$1,250</u>	<u> </u>
i.	Election Day DAUs	<u>10</u> x	<u>\$150</u> /	<u>1</u>		<u>\$1,500</u>	<u> </u>
j.	Election Day laptop PC's	<u>10</u> x	<u>\$125</u>	<u>1</u>		<u>\$1,250</u>	
k.	Election Day label printers	<u>10</u> x	<u>\$25</u>	<u>1</u>		<u>\$250</u>	
l.	Election Day eSlates	<u>(40-2)</u>	<u>38</u> x	<u>\$125</u> /	<u>1</u> (2 Free)	<u>\$4,750</u>	<u> </u>
5.	Preparation and transportation of voting equipment & supplies						
a.	Election					<u>\$650</u>	<u> </u>
6.	Polling place rental (TEC § 43.031, 43.033)						
a.	Election (number of polling places rented)					<u>\$3,800</u>	<u> </u>

ATTACHMENT D

7. Publication of electronic voting system notices) (TEC § 127.096(a))		
a. Election	<u>\$200</u>	
8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
<u>Ballot Layout & Coding</u>	<u>\$300</u>	
<u>Absentee Ballots -Printed & Mailed @ \$1.00</u>	<u>\$200</u>	
<u>Mileage reimbursements</u>	<u>\$100</u>	
	<u>\$0</u>	
	<u>\$0</u>	
	<u>\$0</u>	
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	<u>\$2,673</u>	
10. Cost of Joint election	<u>\$29,292</u>	

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort bend County Municipal Utility District 49, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 3, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a bond election on November 3, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. THE UNITED STATES OF AMERICA v. FORT BEND COUNTY, TEXAS; Cause No. 4:09-cv-1058

A. On April 13, 2009, the United States District Court for the Southern District of Texas approved a Consent Decree, Judgment and Order, hereinafter referred to as "the Decree," whereby Fort Bend County agreed to specific methods of conducting elections, all in compliance with state law, the Voting Rights Act and the Help America Vote Act. Section 2 of the Decree states "whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Section 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act." By entering into this contract with Fort Bend County, the Political Subdivision agrees to the terms of the Decree and agrees to conduct this election in compliance with the terms of the Decree.

B. Attached as Attachment A to this CONTRACT is a copy of the Decree and a checklist for the Political Subdivision. It is the sole responsibility of the Political Subdivision to read and understand the Decree and to conduct this election in compliance with the Decree.

II. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain

responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

III. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment B.

If polling places for the November 3, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 2, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 3, 2009 election.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, to provide technical support during voting hours, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the political subdivision as determined by said subdivision's Human Resources Department.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment C of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Grasie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

X. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment D of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$4,171.00 Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,503.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. EXECUTION

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

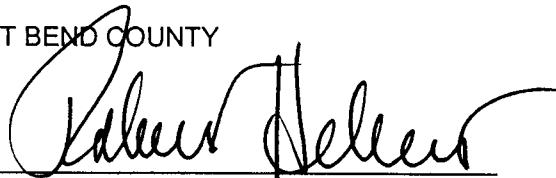
- (1) It has on the 6 day of October, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 8th day of September, 2009 been executed on behalf of the Fort Bend County Municipal Utility District 49 by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:



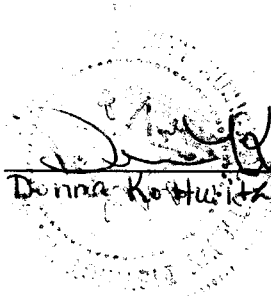
Dianne Wilson, County Clerk

FORT BEND COUNTY

By 

Robert E. Hebert, County Judge

ATTEST:



Donna Kottwitz
Donna Kottwitz, Secretary

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT 49

By *Bill Quinn*
Presiding Officer or Authorized Representative
Bill Quinn, President

CONTRACTING OFFICER

APPROVED AS TO FORM:

John Oldham
John Oldham
Elections Administrator

By *Mary Reveles*
Mary Reveles
Assistant County Attorney

C.F.R. pt. 51, Appendix. As a result, Fort Bend County has been under notice of its obligations under Section 4(f)(4) since 1975. The Department of Justice has sent Fort Bend County and other covered jurisdictions information regarding the bilingual election requirements of the Voting Rights Act. Plaintiff alleges that Defendant has not complied with all of the requirements of Section 4(f)(4) for Spanish-speaking citizens residing in Fort Bend County by failing to provide an adequate number of bilingual poll officials trained to effectively assist Spanish-speaking voters on election day, and by failing to provide in an effective manner certain election-related information to Spanish-speaking voters.

Fort Bend County is subject to the requirements of Section 208 of the Voting Rights Act, as amended, 42 U.S.C. § 1973aa-6 (“Section 208”). Section 208 provides that “[a]ny voter who requires assistance to vote by reason of blindness, disability or inability to read or write may be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union.” 42 U.S.C. § 1973aa-6. Plaintiff alleges that Fort Bend County, through its employees and agents, prevented some limited-English proficient Spanish-speaking voters from securing assistance at the polls necessary for their participation in the voting process, in violation of Section 208.

Plaintiff also alleges that Defendant has failed to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 (“HAVA”), 42 U.S.C. §§ 15301 et seq., as it applies to Federal elections. Among other things, Plaintiff alleges that the County has failed to ensure that provisional ballots are provided to all voters in Federal elections who believe that they are eligible to vote in the elections, even if the voter is not listed in the registration book. 42 U.S.C. § 15482(a). Further, Plaintiff alleges that the County has failed to ensure that all provisional voters have received information on how to ascertain the outcome of

their provisional ballots. 42 U.S.C. § 15482(a)(5)(A). Plaintiff alleges that Fort Bend County has not met these HAVA requirements, in part, because it fails to train its poll workers adequately, monitor poll workers' compliance with HAVA, or otherwise ensure compliance in its polling places.

To avoid protracted and costly litigation, the parties have agreed that this lawsuit should be resolved through the terms of this Consent Decree (the "Decree"). Accordingly, the United States and Defendant hereby consent to the entry of this Decree, as indicated by the signatures of counsel at the end of this Order. The parties waive a hearing and entry of findings of fact and conclusions of law on all issues involved in this manner. Each party shall bear its own costs and fees.

Without admitting or denying that it has not fully complied with all of the provisions of Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act, Defendant continues to be committed to comply fully with all of such requirements in future elections. Therefore, to confirm its commitments, Defendant stipulates that each provision of this Decree is appropriate and necessary.

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. Defendant, its agents, employees, contractors, successors, and all other persons representing the interests of Defendant are hereby PERMANENTLY ENJOINED from:

- a. Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English, as required by Section 4(f)(4) of the Voting Rights Act, 42 U.S.C. § 1973b(f)(4);

- b. Prohibiting “[a]ny voter who requires assistance to vote by reason of blindness, disability, or inability to read or write . . . [to] be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union,” 42 U.S.C. § 1973aa-6; and
- c. Failing to ensure that poll workers receive adequate training regarding the use and distribution of provisional ballots under Section 302(a) of HAVA.

2. The terms of this Decree apply to all Federal, state, and local elections that are administered by the County. Whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

Assistors of Choice

3. Defendant shall ensure that Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write may be given or permitted assistance from persons of the voters’ choice, other than the voters’ employers or agents of those employers or officers or agents of the voters’ unions, and that such assistance shall include assistance in the voting booth, including reading or interpreting the ballot and instructing voters on how to select the voters’ preferred candidates.

Translation and Dissemination of Election-Related Materials

4. All information that is disseminated by Fort Bend County in English about “registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots,” 42 U.S.C. § 1973b(f)(4), shall also be provided in the Spanish language.

5. Defendant shall ensure that all Spanish and English language election information, materials, and announcements are made equally available. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known to Defendant that exclusively or regularly publish or broadcast information in Spanish to the local

population. Defendant's distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements.

Defendant may rely upon recommendations of the Advisory Group with regard to the requirements of this Paragraph.

Spanish Language Assistance

6. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations. Trained bilingual (Spanish and English fluent) election personnel shall be available to answer voting-related questions by telephone without cost during normal business hours and while the polls are open on election days. The County may coordinate the provision of such services with other governmental entities that conduct elections.

7. Fort Bend County and the Fort Bend County Elections Administrator shall recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

8. Fort Bend County shall survey its employees to identify personnel who speak Spanish fluently and, to the extent Fort Bend County in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election day. The County shall request that cities, school districts, and other entities that are involved in elections conducted by Fort Bend County perform similar surveys of their employees. The County shall also request each school district or other educational entity within the County to devise and implement a program that allows and encourages bilingual students selected (as permitted by state law and as part of an educational program devised by such district) to serve as poll officials on election day for all County elections, including election days that fall on school days, with such students receiving the pay and benefits provided by law for such poll officials. The County shall advise counsel for the United States of any entity that does not participate fully in the event that there is difficulty obtaining sufficient bilingual personnel.

9. The County shall invite eligible members of the Advisory Group, discussed below, to serve as poll officials and to encourage other bilingual voters to do so.

10. In addition to the requirements of state law,
- a. Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official or poll worker;
 - b. Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials or poll worker;
 - c. Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials or poll worker;
 - d. Each early voting location shall be staffed by at least one bilingual election official or poll worker; and

- e. Defendant shall employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials or poll workers as required under Paragraph 10(a)-(d) above.

The parties may, by written agreement or recommendation of the Advisory Group, discussed below, adjust these requirements in light of reliable information that the actual need for language assistance in a particular polling place is lesser or greater than these standards or that the anticipated voter turnout is substantially lower than average voter turnout.

11. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

Election official training

12. Prior to each election, in addition to any required state or county training, the County shall provide training to all poll officials and other election personnel present at the polls or early voting locations regarding the following:

- a. The provisions of Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls, other than the voter's employer or agent of that employer or officer or agent of the voter's union; and
- b. The provisions of Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments; and
- c. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the County to provide provisional voters with information on how to ascertain the outcome of their provisional ballots.

In addition to the general training for poll officials, the County shall provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues. The County shall maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved. The County shall allow representatives of the Department of Justice to attend any training provided pursuant to this Decree.

Response to Complaints About Poll Officials

13. Defendant, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters in any election conducted by Fort Bend County. The results of the investigation(s) conducted by the Defendant shall be reported to the United States within 30

days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendant shall remove those poll officials.

Spanish Language Election Program Coordinator

14. The County shall designate an individual to coordinate the County's Spanish language election program ("the Coordinator") for all elections within the County. The County shall provide the Coordinator with support sufficient to meet the goals of the program. The Coordinator shall be able to understand, speak, write, and read fluently both Spanish and English. The Coordinator's responsibilities shall include coordination of the translation of ballots and other election information; development and oversight of Spanish publicity programs, including selection of appropriate Spanish language media for notices and announcements; training, recruitment, and assessment of Spanish language proficiency of bilingual poll officials and interpreters; and managing other aspects of the program.

Advisory Group

15. The County shall establish an Advisory Group to assist and inform the Spanish language election program as provided in Exhibit A, attached hereto. The Advisory Group shall be open to any interested person or organization. The County shall maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member. The Advisory Group shall meet regularly for six months prior to the first election conducted by the County under the Decree, and at least once during the two months after the election. Thereafter, the Advisory Group shall meet as it determines is necessary so long as it meets at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election. The parties may by writing adjust the Advisory Group's meeting schedule after consultation with the Advisory Group. The Coordinator shall provide notice of all planned meetings, including the date, time, location, and agenda at least 14 days in advance of such meeting, although members of the Advisory Group may agree to waive or shorten this time period as necessary. The Coordinator shall preside over all Advisory Group meetings and shall have the right to direct participation of the Advisory Group so that meetings are focused on promoting equal language access to election-related activities and other related issues.

16. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

17. The County shall transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or

made available to the electorate and general public, and request that they share such information with others.

Federal Observers

18. To monitor compliance with and ensure effectiveness of this Decree, and to protect the Fourteenth Amendment rights of the citizens of Fort Bend County, the appointment of Federal observers is authorized for Fort Bend County pursuant to Section 3(a) of the Voting Rights Act, 42 U.S.C. § 1973a(a), as long as the Decree is in effect.

19. Defendant shall recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election day, including the authority to view County personnel providing assistance to voters during voting, except where the voter objects.

Evaluation of plan

20. The parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish language program. Defendant shall evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. The program may be adjusted at any time upon joint written agreement of the parties.

Retention of Documents and Reporting Requirements

21. During the duration of this Decree, the County shall make and maintain written records of all actions taken pursuant to this Decree and shall produce copies of such records to the United States upon its request. See generally 42 U.S.C. §§ 1974, 1974b.

22. During the duration of this Decree, at least 30 days before each County administered election held in the County, Defendant shall provide to counsel for the United States:

- (a) the name, address, and precinct designation of each polling place and early voting location;
- (b) the name and title of each poll official appointed and assigned to serve at each polling place and early voting location, as of the date the materials are sent;
- (c) a designation of whether each poll official is bilingual in English and Spanish;
- (d) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
- (e) copies of any signs or other written information provided at polling places; and
- (f) agendas and minutes from previous meetings of the Advisory Group.

Within 45 days after each such election, the County shall provide to counsel for the United States any updated report regarding changes in these items, as well as (1) information about all complaints the County received at the election regarding language or assistance issues,

and (2) the name of the voters who cast a ballot at each early voting location. This information shall be sent by express mail or electronically to the following address:

Voting Section
United States Department of Justice
Civil Rights Division
1800 G Street, N.W., Room NWB-7254
Washington, D.C. 20006
Facsimile: (202) 307-3961
Yvette.Rivera@usdoj.gov

Other Provisions

23. This Decree is final and binding between the parties and their successors in office regarding the claims raised in this action. Defendant shall employ its best efforts to implement all of the terms of this Decree by the May 9, 2009 municipal/school election conducted by the County. Thereafter, Defendant must comply fully with the terms of this Decree, which shall remain in effect through December 31, 2012.

24. The Court shall retain jurisdiction of this case to enter further relief or such other orders as may be necessary for the effectuation of the terms of this agreement and to ensure compliance with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

25. Within 20 days of the entry of this Decree, Defendant shall submit the voting changes occasioned by this Decree to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c.

Agreed to this ____ day of _____, 2009.
AGREED AND CONSENTED TO:

For Plaintiff:
ERIC HOLDER
Attorney General

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

TIM JOHNSON
Acting United States Attorney

/s Daniel David Hu
DANIEL DAVID HU
Assistant United States Attorney
Deputy Civil Chief
Texas Bar No. 10131415
P.O. Box 61129
Houston, TX 77208
713 567 9518
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Daniel.hu@usdoj.gov

CHRISTOPHER COATES
Chief, Voting Section

YVETTE RIVERA
Special Litigation Counsel
OLIMPIA MICHEL
Trial Attorney
United States Department of Justice
Civil Rights Division, Voting Section
950 Pennsylvania Avenue NW
Room NWB-7254
Washington, D.C. 20530
202 305 4953
202 307 3961 (fax)
Yvette.Rivera@usdoj.gov

For Defendant:

JUDGMENT AND ORDER

This Court, having considered the United States' claims under Sections 4(f)(4) and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973b(f)(4) and 1973aa-6, and Section 302(a) of the Help America Vote Act, 42 U.S.C. § 15482(a), and having determined that it has jurisdiction over this claim, has considered the terms of the Consent Decree, and hereby enters the relief set forth above and incorporates those terms herein.

ENTERED and ORDERED this ____ day of _____, 2009.

UNITED STATES DISTRICT JUDGE

ATTACHMENT A
CONSENT DECREE CHECKLIST

1. Assistors of Choice: Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write MUST be given or permitted assistance from persons of the voters' choice, including assistance in the voting booth, reading or interpreting the ballot and instructing voters how to select the voters' preferred candidates. See Section 3, Page 4 of Consent Decree.

2. Translation and Dissemination of Election-Related Materials: All information that is disseminated in English must be disseminated in Spanish, including but not limited to: registration or voting notices, ballots, forms, instructions, assistance, or other materials or information relating to the electoral process. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known that exclusively or regularly publish or broadcast information in Spanish to the local population. Distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements. See Section 4 & 5, Page 5 of Consent Decree.

3. Spanish Language Assistance: See Section 6-11, Pages 5-7 of Consent Decree.
 - A. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations.

 - B. Recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

 - C. Survey its employees to identify personnel who speak Spanish fluently and, to the extent the entity in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election-day.

 - D. In addition to the requirements of state law:
 - Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official;
 - Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials;
 - Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials;
 - Early voting locations shall be staffed by at least one bilingual election official;
 - Employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials as required in Section D.

 - E. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

4. Election Official Training: Prior to each election, in addition to any required state or county training, provide training to all poll officials and other election personnel present at the polls regarding:
 - A. Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls;
 - B. Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments;
 - C. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the entity to provide provisional voters with information on how to ascertain the outcome of their provisional ballots;
 - D. Provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues;

- E. Maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved;
 - F. Allow representatives of the DOJ to attend any training.
See Section 12, Pages 8-9 of Consent Decree.
5. Response to Complaints: Upon receipt of complaints by voters, whether oral or written, investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters. The results of the investigation(s) conducted shall be reported to the DOJ within 30 days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendants shall remove those poll officials. See Section 13, Page 9 of Consent Decree.
6. Spanish Language Election Program Coordinator: designate an individual to coordinate the Spanish Language Election Program for all elections. See Section 14, Page 9 of Consent Decree.
7. Advisory Group: See Section 15-17, Pages 10-11 of Consent Decree.
- A. Establish an Advisory Group to assist and inform the Spanish language election program; maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member; meet at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election.
 - B. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.
 - C. Transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.
8. Federal Observers: Recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election-day, including the authority to view personnel providing assistance to voters during voting, except where the voter objects. See Section 18-19, Page 11 of Consent Decree.
9. Evaluation of Plan: evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. See Section 20, Page 11 of Consent Decree.
10. Retention of Documents and Reporting Requirements: See Section 21-22, Pages 12-13 of Consent Decree.
- A. Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
 - B. at least 30 days before each election held, provide to the DOJ:
 - (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
 - C. Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

Fort Bend County Early Voting Schedule

November 3, 2009 Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
 Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Fulshear Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 19 – 23, 2009	8:00 a.m. to 5:00 p.m.
Saturday	October 24, 2009	8:00 a.m. to 5:00 p.m.
Sunday	October 25, 2009	CLOSED
Monday – Wednesday	October 26 – 28, 2009	8:00 a.m. to 5:00 p.m.
Thursday – Friday	October 29 – 30, 2009	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX
 Old Needville Fire House - 3115 Richmond Street, Needville, TX
 Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX
 U of H at Cinco Ranch – 4242 South Mason, Katy, TX

Day	Date	Hours
Monday - Friday	October 19 – 23, 2009	10:00 a.m. to 7:00 p.m.
Saturday	October 24, 2009	8:00 a.m. to 5:00 p.m.
Sunday	October 25, 2009	CLOSED
Monday – Wednesday	October 26 – 28, 2009	10:00 a.m. to 7:00 p.m.
Thursday – Friday	October 29 – 30, 2009	7:00 a.m. to 7:00 p.m.

ATTACHMENT A

November 3, 2009 polling place for the Fort Bend County Municipal Utility District 49:

<u>Precinct</u>	<u>Polling Place & Address</u>
2061	Elkins High School 16053 Mission Glen Drive Missouri City, TX 77459

Attachment D

**Fort Bend County MUD No. 49 Proposed Election Services Agreement
Estimate for the conduct of a Joint Election - November 3, 2009**

A. Statistical Information

- | | |
|---|-----------|
| 1. Projected voter turnout in election | _____ |
| 2. Number of election day polling places (excluding early voting) | _____ 1 |
| 3. Number of county designated election precincts | _____ 1 |
| 4. Number of polling places shared with another entity | _____ 1 |
| 5. Number of public buildings used as polling places | _____ 1 |
| 6. Number of early voting stations | _____ 1 |
| 7. Voting system: | _____ DRE |

Attachment D

B. Cost of Election

						Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)						
		Clerks x	Rate x	Hours /	Entities		
a.	Early voting judges / clerks	<u>3</u> x	<u>\$10</u> x	<u>88</u> /	<u>2</u>	<u>\$1,320</u>	<u> </u>
		Locations x	Clerks x	Hours x	Rate /	Entities	
b.	Election day judges / clerks	<u>1</u>	<u>4</u> x	<u>20</u> x	<u>\$9</u> /	<u>2</u>	<u>\$360</u>
2.	EV Ballot Board & other part time personnel (TEC § 87.005, 127.006)						
a.	Number of clerks and judge	<u> </u>		<u> </u>		<u>\$600</u>	<u> </u>
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))					Estimate <u>\$400</u>	Actual <u> </u>
4.	Election supplies & equipment						
	Election	Kits x	Cost /	Entities			
a.	Early Voting supply kits	<u>1</u> x	<u>\$35</u> /	<u>2</u>		<u>\$18</u>	<u> </u>
		Units x	Rate /	Entities			
b.	Early Voting laptop PCs	<u>1</u> x	<u>\$125</u> /	<u>2</u>		<u>\$63</u>	<u> </u>
c.	Early Voting label printers	<u>1</u> x	<u>\$25</u> /	<u>2</u>		<u>\$13</u>	<u> </u>
d.	Early Voting JBCs	<u>1</u> x	<u>\$125</u> /	<u>2</u>		<u>\$63</u>	<u> </u>
e.	Early Voting eSlates (5 -2)	<u>3</u> x	<u>\$125</u> /	<u>2</u>		<u>\$188</u>	<u> </u>
f.	Early Voting DAUs	<u>1</u> x	<u>\$150</u> /	<u>2</u>		<u>\$75</u>	<u> </u>
		Units x	Rate /	Entities			
g.	Election Day supply kits	<u>1</u> x	<u>\$35</u> /	<u>2</u>		<u>\$18</u>	<u> </u>
h.	Election Day JBCs	<u>1</u>	<u>\$125</u>	<u>2</u>		<u>\$63</u>	<u> </u>
i.	Election Day DAUs	<u>1</u> x	<u>\$150</u> /	<u>2</u>		<u>\$75</u>	<u> </u>
j.	Election Day laptop PC's	<u>1</u> x	<u>\$125</u>	<u>2</u>		<u>\$63</u>	<u> </u>
k.	Election Day label printers	<u>1</u> x	<u>\$25</u>	<u>2</u>		<u>\$13</u>	<u> </u>
l.	Election Day eSlates (4-2)	<u>2</u> x	<u>\$125</u> /	<u>2</u> (2 Free)		<u>\$125</u>	<u> </u>
5.	Preparation and transportation of voting equipment & supplies						
a.	Election					<u>\$50</u>	<u> </u>
6.	Polling place rental (TEC § 43.031, 43.033)						
a.	Election (number of polling places rented)					<u>0</u>	<u> </u>

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Sienna Plantation Levee Improvement District of Fort Bend County, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 3, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a bond election on November 3, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. THE UNITED STATES OF AMERICA v. FORT BEND COUNTY, TEXAS; Cause No. 4:09-cv-1058

A. On April 13, 2009, the United States District Court for the Southern District of Texas approved a Consent Decree, Judgment and Order, hereinafter referred to as "the Decree," whereby Fort Bend County agreed to specific methods of conducting elections, all in compliance with state law, the Voting Rights Act and the Help America Vote Act. Section 2 of the Decree states "whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Section 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act." By entering into this contract with Fort Bend County, the Political Subdivision agrees to the terms of the Decree and agrees to conduct this election in compliance with the terms of the Decree.

B. Attached as Attachment A to this CONTRACT is a copy of the Decree and a checklist for the Political Subdivision. It is the sole responsibility of the Political Subdivision to read and understand the Decree and to conduct this election in compliance with the Decree.

II. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

III. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment B.

If polling places for the November 3, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 2, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 3, 2009 election.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, to provide technical support during voting hours, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the political subdivision as determined by said subdivision's Human Resources Department.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

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assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment C of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

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Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Court, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

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The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

X. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the

original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

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The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment D of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$5,837.00 Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,502.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. EXECUTION

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

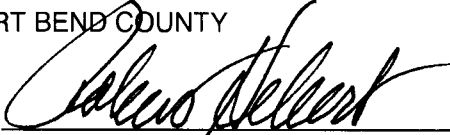
- (1) It has on the 6 day of October, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2009 been executed on behalf of Sienna Plantation Levee Improvement District of Fort Bend County, Texas by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:



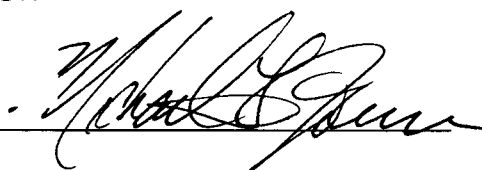
Dianne Wilson, County Clerk

FORT BEND COUNTY

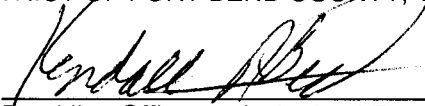
By 

Robert E. Heber, County Judge

ATTEST:



SIENNA PLANTATION LEVEE IMPROVEMENT
DISTRICT OF FORT BEND COUNTY, TEXAS

By 

Presiding Officer or Authorized Representative

CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the North Mission Glen Municipal Utility District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 3, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a bond election on November 3, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. THE UNITED STATES OF AMERICA v. FORT BEND COUNTY, TEXAS; Cause No. 4:09-cv1058

A. On April 13, 2009, the United States District Court for the Southern District of Texas approved a Consent Decree, Judgment and Order, hereinafter referred to as "the Decree," whereby Fort Bend County agreed to specific methods of conducting elections, all in compliance with state law, the Voting Rights Act and the Help America Vote Act. Section 2 of the Decree states "whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Section 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act." By entering into this contract with Fort Bend County, the Political Subdivision agrees to the terms of the Decree and agrees to conduct this election in compliance with the terms of the Decree.

B. Attached as Attachment A to this CONTRACT is a copy of the Decree and a checklist for the Political Subdivision. It is the sole responsibility of the Political Subdivision to read and understand the Decree and to conduct this election in compliance with the Decree.

II. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision

agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

III. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment B.

If polling places for the November 3, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 2, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 3, 2009 election.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, to provide technical support during voting hours, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the political subdivision as determined by said subdivision's Human Resources Department.

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4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$6,352.00. Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,811.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES


It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. EXECUTION

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:


- (1) It has on the 6 day of October, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 11th day of August, 2009 been executed on behalf of the the Board of Directors of North Mission Glen Municipal Utility District by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:



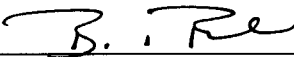
Dianne Wilson, County Clerk

FORT BEND COUNTY

By 

Robert E. Hebert, County Judge

ATTEST:
MUNICIPAL UTILITY DISTRICT



NORTH MISSION GLEN


By 

Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney