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 Arcola, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Arcola is holding a general election to elect Municipal Officers (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City of Arcola by the Arcola Human Resources Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,114.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,268.00, 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 May 8, 2010 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, and if the delay prevents orderly preparation for the joint election, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

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 23rd day of March, 2010 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 9th day of February, 2010 been executed on behalf of the City of Arcola by its Presiding Officer or authorized representative, pursuant to an action of the City of Arcola City Council;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

CITY OF ARCOLA, TEXAS

By _____

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the City of Arcola election:

Precinct	Polling Place & Address
1003	Mustang Community Center 4525 FM 521 Fresno, TX 77545
1058	Mustang Community Center 4525 FM 521 Fresno, TX 77545

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

City of Arcola Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

B. Cost of Election

		Clerks	x	Hours	x	Rate	/	Entities	Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
	a. Early Voting Judges /Clerks	1	x	4	x	90	x	$10 / 8	$450	
		Locations	x	Clerks	x	Hours	x	Rate / Entities		
	b. Election day judges / clerks	1	x	4	x	17	x	$9 / 3	$204	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge	3				$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $100	Actual
4.	Election supplies & equipment									
	Early Voting	Kits	x	Cost	/	Entities				
	a. Early Voting supply kits	1	x	$35	/	8			$4	
		Units	x	Rate	/	Entities				
	b. Early Voting laptop PCs	1	x	$125	/	8			$16	
	c. Early Voting label printers	1	x	$25	/	9			$3	
	d. Early Voting JBCs	1	x	$125	/	9			$14	
	e. Early Voting eSlates	6	x	$125	/	8			$94	
	f. Early Voting DAUs	1	x	$150	/	8			$19	
	g. Cell Phones - 9 days	1	x	$27	/	8			$3	

Attachment C

	Election Day						
	h. Election Day supply kits		1 x	$35 /	3	$12	
	i. Election Day JBCs		1 x	$125 /	3	$42	
	k. Election Day DAUs		1 x	$150 /	3	$50	
	l. Election Day laptop PC's		1 x	$125 /	3	$50	
	m. Election Day label printers		1 x	$125 /	3	$50	
		Units - Free	x	Rate /	Entities		
	n. Election Day eSlates	(6-2) 4	x	$125 /	3	$167	
	o. Election Day Cell Phones		1 x	$5 /	3	$2	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$350	
Absentee Ballots -Printed & Mailed @ $1.00	$100	
Mileage reimbursements	$100	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$192	

10. Cost of Joint election — $2,114

ORDINANCE NO. 02-09-10

AN ORDINANCE CALLING AND ORDERING THE 2010 GENERAL ELECTION AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARCOLA:

Section 1. (a) That a general municipal election is hereby called and ordered for the 8th day of May, 2010, at which election all qualified voters residing within the corporate limits of the City may vote for the purpose of electing a Mayor and two Council Members, for full two-year terms. Said election shall be held in accordance with the Texas Election Code.

(b) The Mayor is also authorized to order the election, in accordance with this ordinance.

Section 2. That for the general election, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each precinct in Fort Bend County shall be designated by the Elections Administrator of Fort Bend County; and such election officials shall conduct the City's general election in accordance with the "Joint Election Agreement and Contract" to be approved and entered into at a later date. The Elections Administrator of Fort Bend County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City precincts. The official mailing address of the Elections Administrator is 301 Jackson, Suite 101, Richmond, Texas 77469, and the physical address is 4520 Reading Road, Suite A, Rosenberg, Texas *77471.* Voting at such election shall be on the eSlate electronic voting system.

Section 3. That the polling place on election day, May 8, 2010, for the City precincts are as follows:

Precinct	Polling Place & Address
1003	Mustang Community Center 4525 FM 521 Fresno, TX 77545
1058	Mustang Community Center 4525 FM 521 Fresno, TX 77545

Section 4. That the polls of each of the polling places on election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. That early voting by personal appearance shall be at the following locations, dates, and times:

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Section 6. (a) Early voting by both personal appearance and by mail shall be by the eSlate electronic voting system (including the Hart Intercivic Ballot Now system for ballots by mail), with mail ballots being processed by an Early Voting Ballot Board.

(b) The Fort Bend County Elections Administrator shall receive applications for ballots to be voted by mail until the close of business on Friday, April 30, 2010. Requests for applications should be mailed to: John Oldham, Elections Administrator; Rosenberg Annex; 4520 Reading Road, Suite A; Rosenberg, Texas 77471. The Elections Administrator is appointed as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The Elections Administrator's permanent county employees are appointed as deputy early voting clerks. The participating Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

Section 7. That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Arcola, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, ADOPTED AND SIGNED on first and final reading this the 9th day of February, 2010.

SIGNED: Mary Ethel Anderson
Mayor

ATTEST:

City Secretary

NOTICE OF GENERAL ELECTION

TO THE REGISTERED VOTERS OF ARCOLA, TEXAS

(A LOS VOTANTES REGISTRADOS DE ARCOLA, TEXAS)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 8, 2010, for voting in a General Election to elect a Mayor and two Council Members for the City of Arcola.

(Notifiquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 8 de mayo de 2010 para votar en la Eleccion General para elegir un Alcalde y dos Miembros de concilio de la ciudad de Arcola.)

On Election Day, voters must vote in their precinct where registered to vote.
(El Dia de Eleccion, los votantes deberan votar en su precincto donde estan inscritos para votar.)

The location of the polling place is the Mustang Community Center; 4525 FM 521; Fresno, Texas 77545.
(El lugar de votacion es Mustang Community Center; 4525 FM 521; Fresno, Texas 77545.)

Precinct	Polling Place & Address
1003	Mustang Community Center 4525 FM 521 Fresno, TX 77545
1058	Mustang Community Center 4525 FM 521 Fresno, TX 77545

For early voting, a voter may vote at any of the locations listed below:
(Para Votacion Adelantada, los votantes podran votar en cualquiera de las ubicaciones nombradas abajo.)

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Applications for ballot by mail shall be mailed to: John Oldham, Fort Bend County Elections; Rosenberg Annex; 4520 Reading Road, Suite A; Rosenberg, Texas 77471.
(Las solicitudes para boletas de votacion adelantada por correo deberan enviarse a John Oldham, Fort Bend County Elections; Rosenberg Annex; 4520 Reading Road, Suite A; Rosenberg, Texas 77471.

Applications for ballots by mail must be received no later than the close of business on April 30, 2010.
(Las solicitudes para boletas de votation adelantada por correo deberan recibirse para el fin de las horas de negocio el 30 de abril de 2010.)

Issued this the 9th day of February 2010.
(Emitida este dia 9th de febrero 2010.)

Mary Etta Anderson
Signature of Presiding Officer (Firma de Oficial que Preside)

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 Fulshear, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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 general election for the purpose of electing a Moyor an (3) Aldermen on May 8, 2010.

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. 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.

4/1/10 original returned to John Oldham at Elections

II. 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. The Political Subdivision shall provide a copy of its 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.

III. 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 A 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 A.

If polling places for the May 8, 2010 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 7, 2010 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 May 9, 2009 election.

IV. 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, 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 Political Subdivision.

V. 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.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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.

VII. 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.

VIII. 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".

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.

IX. 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.

X. 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 C 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 $4,946.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $2,968.00, 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 May 9, 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 the 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.

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 23 rd day of March, 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 Fulshear by its Presiding Officer or authorized representative, pursuant to an action of the City of Fulshear City Council;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

D. (Diana) Gordon Offord

CITY OF FULSHEAR

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 City of Meadows Place, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Meadows Place is holding a general election to elect Municipal Officers and a special election to approve or to not approve a joint proposition (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City of Meadows Place by the Meadows Place Human Resources Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $3,954.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $$2,372.00, 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 May 8, 2010 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.

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 23 day of March, 2010 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 23 day of February, 2010 been executed on behalf of the City of Meadows Place by its Presiding Officer or authorized representative, pursuant to an action of the City of Sugar Land City Council;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

ELAINE HERFF, City Secretary

CITY OF MEADOWS PLACE, TEXAS

By _____

CHARLES D. JESSUP, MAYOR

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 is 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 Missouri City, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010, 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

On May 8, 2010, the City of Missouri City is holding a general election to elect Municipal Officers and a special election for propositions (at the expense of Political Subdivision).

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. 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.

4/1/10 original returned to John Oldham at Elections

early voting and on Election Day, 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 is 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 City of Missouri City by the Missouri City Human Resources/Organizational Development Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

II. 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 Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010, 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 May 7, 2010, 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 May 8, 2010, election.

IV. 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 ensure 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 the person of the 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

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

VII. 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 Counting, 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.

VIII. 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."

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $19,023.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $11,414.00, 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 May 8, 2010, 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.

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 23rd day of March, 2010 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 15th day of February, 2010, been executed on behalf of the City of Missouri City by its Presiding Officer or authorized representative, pursuant to an action of the City of Missouri City Council.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Patrice Fogarty, City Secretary

CITY OF MISSOURI CITY, TEXAS

By _____
Allen Owen, Mayor

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the City of Missouri City Election

Precinct	Polling Place & Address
2028, 2078	Quail Valley Elementary School 3500 Quail Village Dr Missouri City, TX 77459
2030	Quail Valley Middle School 3019 FM 1092 Missouri City, TX 77459
2033, 2090 2091	Lantern Lane Elementary School 3323 Mission Valley Dr Missouri City, TX 77459
2050	Hunters Glen Elementary School 8295 Independence Blvd Missouri City, TX 77489
2059, 2071 2075	Missouri City Community Center 1522 Texas Parkway Missouri City, TX 77489
2061, 2108	Elkins High School 7007 Knights Court Missouri City, TX 77459
2077, 2141	Glover Elementary School 1510 Columbia Blue Drive Missouri City, TX 77489
2081	East End Annex Building 303 Texas Parkway Missouri City, TX 77489

2089	Quail Green Clubhouse 2605 Spring Place Drive Missouri City, TX 77489
2092, 2093	Meadow Creek Clubhouse 2410 LaQuinta Drive Missouri City, TX 77459
2115, 2136	Quail Valley East Clubhouse 2206 Turtle Creek Drive Missouri City, Texas 77459
4049, 4127	Lexington Creek Elementary 2335 Dulles Ave Missouri City, TX 77459
4062, 4094	Palmer Elementary 4208 Crow Valley Drive Missouri City, TX 77459
4065	Austin Parkway Elementary 4400 Austin Parkway Sugar Land, TX 77479
MCH 506	Fondren Park Community Center 11800 McLain Boulevard Houston, TX 77071

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

City of Missouri City Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	
2.	Number of election day polling places (excluding early voting)	15
3.	Number of county designated election precincts	
4.	Number of polling places shared with another entity	14
5.	Number of public buildings used as polling places	11
6.	Number of early voting stations	10
7.	Voting system:	DRE

B. Cost of Election

1. Early Voting and Election Day personnel
(TEC § 32.091, 32.092, 32.114, 83.052, 271.013)

	Clerks		Rate		Hours		Entities	Estimate	Actual
a. Early voting judges / clerks	3	x	$10	x	85	/	2	$1,275	
a. Early voting judges / clerks	4	x	$10	x	85	/	8	$425	

	Locations	x	Clerks		Hours		Rate		Entities	Estimate	Actual
b. Election day judges / clerks	1		4	x	17	x	$9	/	1	$612	
b. Election day judges / clerks	11		4	x	17	x	$9	/	2	$3,366	
b. Election day judges / clerks	2		4	x	17	x	$9	/	3	$408	
b. Election day judges / clerks	1		4	x	17	x	$9	/	8	$77	

2. Early Voting Ballot Board & central counting station personnel
(TEC § 87.005, 127.006)

				Estimate	Actual
a. Number of clerks and judge	3		$9	$27	

3. Elections Administration Dept. staff overtime
(TEC § 31.100(e))

Estimate	Actual
$300	

4. Election supplies & equipment

Early Voting	Kits		Cost		Entities	Estimate
a. Early Voting supply kits	1	x	$35	/	2	$18
a. Early Voting supply kits	1	x	$35	/	8	$4

Attachment C

		Units	x	Rate	/	Entities	
b. Early Voting laptop PCs		1	x	$125	/	2	$63
b. Early Voting laptop PCs		1	x	$125	/	8	$16
c. Early Voting label printers		1	x	$25	/	2	$13
c. Early Voting label printers		1	x	$25	/	8	$3
d. Early Voting JBCs		1	x	$125	/	2	$63
d. Early Voting JBCs		1	x	$125	/	8	$16
e. Early Voting eSlates	(6 -0)	8	x	$125	/	2	$500
e. Early Voting eSlates	(6 -0)	6	x	$125	/	8	$94
f. Early Voting DAUs		2	x	$150	/	2	$150
f. Early Voting DAUs		1	x	$150	/	8	$19
g. Cell Phones - 9 days		1	x	$27	/	2	$14
g. Cell Phones - 9 days		1	x	$27	/	8	$3
Election Day							
h. Election Day supply kits		1	x	$35	/	1	$35
h. Election Day supply kits		11	x	$35	/	2	$193
h. Election Day supply kits		2	x	$35	/	3	$23
h. Election Day supply kits		1	x	$35	/	8	$4
i. Election Day JBCs		1	x	$125	/	1	$125
i. Election Day JBCs		11	x	$125	/	2	$688
i. Election Day JBCs		2	x	$125	/	3	$83
i. Election Day JBCs		1	x	$125	/	8	$16
k. Election Day DAUs		1	x	$150	/	1	$150
k. Election Day DAUs		11	x	$150	/	2	$825
k. Election Day DAUs		2	x	$150	/	3	$100
k. Election Day DAUs		1	x	$150	/	8	$19
l. Election Day laptop PC's		1	x	$125	/	1	$125
l. Election Day laptop PC's		11	x	$125	/	2	$688
l. Election Day laptop PC's		2	x	$125	/	3	$166
l. Election Day laptop PC's		1	x	$125	/	8	$19
m. Election Day label printers		1	x	$25	/	1	$25
m. Election Day label printers		11	x	$25	/	2	$138
m. Election Day label printers		1	x	$25	/	8	$4
	Units - Free		x	Rate	/	Entities	
n. Election Day eSlates	(6-2)	4	x	$125	/	1	$500
n. Election Day eSlates	(4-0)	55	x	$125	/	2	$3,438
n. Election Day eSlates	(4-0)	10	x	$125	/	3	$417
n. Election Day eSlates	(4-0)	6	x	$125	/	8	$94
o. Election Day Cell Phones		1	x	$5	/	1	$5
o. Election Day Cell Phones		11	x	$5	/	2	$28
o. Election Day Cell Phones		2	x	$5	/	3	$3
o. Election Day Cell Phones		1	x	$5	/	8	$1

Attachment C

5.	Preparation and transportation of voting equipment & supplies		
	a. Early Voting & Election Day	$500	
6	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
	a. Election (number of polling places rented)	$250	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
	a. Election	$15	
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	Ballot Layout & Coding	$450	
	Absentee Ballots -Printed & Mailed @ $1.00	$400	
	Mileage reimbursements	$300	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$1,730	
10.	Cost of Joint election	$19,023	

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 Needville, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Needville is holding a general election to elect Municipal Officers (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision, **including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City..

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $3,277.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,966.00, 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 May 8, 2010 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.

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 23 day of March, 2010 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 23 day of MARCH, 2010 been executed on behalf of the City of Needville by its Presiding Officer or authorized representative, pursuant to an action of the Trustees of the City of Needville.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Brenda Teykl City Secretary

CITY OF NEEDVILLE

By

MAYOR - Delbert Wendt

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
City of Needville & Needville ISD

Old Needville Fire House – 3115 Richmond Street, Needville, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment C

City of Needville Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	3	x 75	x $10	/ 2		$1,125	
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	1	4	x 17	x $9	/ 2		$306	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 2			$18	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 2			$63	
	c. Early Voting label printers		1	x $25	/ 2			$13	
	d. Early Voting JBCs		1	x $125	/ 2			$63	
	e. Early Voting eSlates	(6 -0)	6	x $125	/ 2			$375	
	f. Early Voting DAUs		1	x $150	/ 2			$75	
	g. Cell Phones - 9 days		1	x $27	/ 2			$14	

Attachment C

	Election Day						
	h. Election Day supply kits		1 x	$35 /	2	$18	
	i. Election Day JBCs		1 x	$125 /	2	$63	
	k. Election Day DAUs		1 x	$150 /	2	$75	
	l. Election Day laptop PC's		1 x	$125 /	2	$63	
	m. Election Day label printers		1 x	$25 /	8	$13	
		Units - Free	x	Rate /	Entities		
	n. Election Day eSlates	(6-2) 4	x	$125 /	2	$250	
	o. Election Day Cell Phones		1 x	$5 /	2	$3	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize) — Estimate — Actual

   a. General

Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) — Estimate — Actual
(TEC § 31.100(d))
   a. Election — $298

10. Cost of Joint election — $3,277

ATTACHMENT A

May 8, 2010 polling places for the City of Needville Election:

Precinct	Polling Place & Address
1010	Old Needville Firehouse 3115 Richmond Street Needville, TX

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 Richmond, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Richmond is holding a general election to elect a Mayor and 2 Commissioners (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City..

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $5,219.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $3,131.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the City of Richmond by its Presiding Officer or authorized representative, pursuant to an action of the Trustees of the City of Richmond.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

CITY SECRETARY

CITY OF RICHMOND

By _____
HILMAR G. MOORE, MAYOR

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling place for the City of Richmond Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
1001, 1040 1073, 1076(p 1103(p)	Richmond City Hall Annex 600 Morton Street Richmond, TX

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
City of Richmond

Richmond City Hall Annex – 600 Morton Street, Richmond, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment C

City of Richmond Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
4.	Number of polling places shared with another entity	0
5.	Number of public buildings used as polling places	1
6.	Number of early voting stations	1
7.	Voting system:	DRE

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	Hours	x	Rate	/ Entities	
	a. Early voting judges / clerks	1	3	x	75	x	$10	/ 1	$2,250	
		Locations	Clerks	x	Hours	x	Rate	/ Entities	
	b. Election day judges / clerks	1	4	x	17	x	$9	/ 1	$612	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		3				$9		$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $50	Actual
4.	Election supplies & equipment									
	Early Voting		Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		1	x	$35	/	1		$35	
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs		1	x	$125	/	1		$125	
	c. Early Voting label printers		1	x	$25	/	1		$25	
	d. Early Voting JBCs		1	x	$125	/	1		$125	
	e. Early Voting eSlates	(6 -0)	2	x	$125	/	1		$250	
	f. Early Voting DAUs		1	x	$150	/	1		$150	
	g. Cell Phones - 9 days		1	x	$27	/	1		$27	

Attachment C

	Election Day							
	h. Election Day supply kits		1	x $35 /	1		$35	
	i. Election Day JBCs		1	x $125 /	1		$125	
	k. Election Day DAUs		1	x $150 /	1		$150	
	l. Election Day laptop PC's		1	x $125 /	1		$125	
	m. Election Day label printers		1	x $25 /	1		$13	
		Units - Free	x	Rate /	Entities			
	n. Election Day eSlates	(3-2) 1	x	$125 /	1		$125	
	o. Election Day Cell Phones		1	x $5 /	1		$5	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$350	
Absentee Ballots -Printed & Mailed @ $1.00	$50	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$475	

10. Cost of Joint election — $5,219

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 Stafford and the Stafford Municipal School District, each hereinafter individually and jointly referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Stafford and the Stafford Municipal School District are holding a general election to elect Council Members and School Board Trustees (at the expense of the City of Stafford) on May 8, 2010.

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, and the terms set forth below.

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

I. 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. The City of Stafford, on behalf of the City and Stafford Municipal School District, 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 City and the School District shall remain responsible for the lawful conduct of their elections. 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 joint 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.

4/1/10 2 originals returned to John Oldham at Elections

II. 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 Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

Each party is responsible for making the submission for its election, 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 of another party.

III. 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 the usual voting location for elections in Political Subdivision. The voting locations are listed in Attachment A 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 proposed changes from the locations listed in Attachment A.

If polling places for the May 8, 2010 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 7, 2010 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 May 8, 2010 election.

IV. 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 or fluent in English and Vietnamese).

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 the person of the 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, 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 is 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 City of Stafford by the Stafford Human Resources Department or an employee of the Stafford Municipal School District as determined by the Stafford Municipal School District Human Resources Department.

V. 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 joint 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

Political Subdivision agrees to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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 the Central Counting Station, 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.

VIII. 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.

Political Subdivision hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoints 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".

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. Political Subdivision shall be responsible for the official canvass of its election.

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 Political Subdivision and the Secretary of State's Office.

IX. RUNOFF ELECTION

(This Section intentionally left blank)

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions participating in the Joint Election. 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.

Other than the costs associated with the documents identified in Section II above, The City of Stafford agrees to be responsible for all costs of administering the Joint Election for the City and the Stafford Municipal School District.

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 C of this document.

The City of Stafford 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. The City of Stafford is fully liable for any expenses incurred by Fort Bend County on behalf of the Political Subdivision cancelling its election plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the County by the City of Stafford on behalf of the Political Subdivision cancelling its election shall be refunded, minus the aforementioned expenses and administrative fee if applicable. The City of Stafford shall remain responsible for all costs of administering the election for the Political Subdivision (City of Stafford or Stafford Municipal School District) continuing its election.

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 Political Subdivision 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 Political Subdivision.

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

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 the City of Stafford's obligation under the terms of this agreement shall be $9,784.00. The City agrees to pay to Fort Bend County a deposit of $5,336.00, which is approximately sixty (60) percent of the total estimated obligation of the City of Stafford 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 City of Stafford's obligation under the terms of this agreement shall be calculated after the May 8, 2010 election (or runoff election, if applicable), and if the amount of the City of Stafford's obligation exceeds the amount deposited, the City 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 City of Stafford's obligation is less than the amount deposited, Fort Bend County shall refund to the City 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 $1,000.00 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 Subdivision to conduct a separate election.

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 23rd day of March, 2010 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 February, 2010 been executed on behalf of the City of Stafford by its Presiding Officer or authorized representative, pursuant to an action of the City of Stafford City Council;

(3) It has on the _____ day of _____, 2010 been executed on behalf of the Stafford Municipal School District by its Presiding Officer or authorized representative, pursuant to an action of the Stafford Municipal School District Board of Trustees.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

CITY OF STAFFORD, TEXAS

By _____
Leonard Scarcella, Mayor

ATTEST:

STAFFORD MUNICIPAL SCHOLL DISTRICT

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator
451820.2

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 Fort Bend Independent School District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend Independent School District is holding a general election to elect School Trustees (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

17

4/1/10 original returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 Fort Bend ISD by the Fort Bend ISD Human Resources Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $65,139.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $39,083.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 March, 2010 been executed on behalf of the Fort Bend Independent School District by its Presiding Officer or authorized representative, pursuant to an action of the Board of Trustees of Fort Bend Independent School District;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Carolyn Hanahan
FBISD General Counsel

FORT BEND INDEPENDENT SCHOOL DISTRICT

By

Bob Broxson, President
Board of Trustees

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for Fort Bend ISD Election

Precinct	Polling Place & Address
1003, 1058 1134	Mustang Community Center 4525 FM 521 Fresno, TX 77545
1076, 4026 4124, 4135	Walker Station Elementary 6200 Homeward Way Blvd Sugar Land, TX 77478
1097, 1118	Sienna Crossing Elementary School 10011 Steep Bank Trace Missouri City, TX 77459
1114	Burton Elementary 1625 Hunter Green Lane Fresno, TX 77489
2017, 2031 2051, 2052 2055, 2056	Briargate Elementary 15817 Blue Ridge Road Missouri City, TX 77489
2023, 2123	Ridgement Elementary 4910 Raven Ridge Road Houston, TX 77053
2028, 2060 2078, 2112 2137	Quail Valley Elementary School 3500 Quail Village Dr Missouri City, TX 77459
2030	Quail Valley Middle School 3019 FM 1092 Missouri City, TX 77459

2033, 2036 2090, 2091	Lantern Lane Elementary School 3323 Mission Valley Dr Missouri City, TX 77459
2034, 2061 2108	Elkins High School 7007 Knights Court Missouri City, TX 77459
2050, 2116	Hunters Glen Elementary School 8295 Independence Blvd Missouri City, TX 77459
2059, 2071 2075, 2088	Missouri City City Hall 1522 Texas Parkway Missouri City, TX 77459
2077, 2141	Glover Elementary School 1510 Columbia Blue Drive Missouri City 77489
2081	East End Annex Building 303 Texas Parkway Missouri City, TX 77459
2115, 2136	Quail Valley East Clubhouse 2206 Turtle Creek Drive Missouri City, TX 77459
3009	Sugar Creek Country Club 420 Sugar Creek Blvd Sugar Land, TX 77478
3020, 3035	Sugar Land Church of God 1715 Eldridge Rd Sugar Land, TX 77478
3020, 2117	Meadows Place City Hall One Troyan Drive Meadows Place, TX 77477

3032, 3043 3086, 3098	Townewest Elementary 13927 Old Richmond Road Sugar Land, TX 77498
3053	Barrington Place HOA 13318 Rosstown Ct Sugar Land, TX 77478
3041, 3063 3082, 3104	Pecan Grove Elementary 3330 Old South Drive Richmond, TX 77406
3066, 3083, 3099, 3100 3101, 3106 3113	Mission Bend Elementary 16200 Beechnut Houston, TX 77083
4011	Colony Bend Elementary 2720 Planters Street Sugar Land, TX 77479
4029, 4105	Knights of Columbus Hall 702 Burney Road Sugar Land, TX 77478
4042	Sugar Land Community Center 226 Matlage Way Sugar Land, TX 77478
4044, 4065	Austin Parkway Elementary 4400 Austin Parkway Sugar Land, TX 77479

4045, 4125, 4126	Garcia Middle School 18550 Old Richmond Road Sugar Land, TX 77478
4046, 4109 4121	Highlands Elementary 2022 Colonist Park Sugar Land, TX 77478
4047, 4084	Colony Meadows Elementary 4510 Sweetwater Blvd Sugar Land, TX 77479
4049, 4127	Lexington Creek Elementary 2335 Dulles Ave Missouri City, TX 77459
4062, 4094	Palmer Elementary 4208 Crow Valley Drive Missouri City, TX 77459
4064	Settlers Way Elementary 3015 Settlers Way Blvd Sugar Land, TX 77479
4080	First Colony Church of Christ 2140 First Colony Blvd Sugar Land, TX 77479
4083	Lost Creek Park 3703 Lost Creek Blvd Sugar Land, TX 77479
4102	Fort Settlement Middle School 5440 Elkins Road Sugar Land, TX 44749
4107	Sugar Lakes Clubhouse 930 Sugar Lakes Drive Sugar Land, TX 77478

4110	Sugar Land City Hall 2700 Town Center Blvd North Sugar Land, TX 77478
4111	Settlers Park HOA 3010 Settlers Way Blvd Sugar Land, TX 77479
4119	Clements High School 4200 Elkins Dr Sugar Land, TX 77479
4129	Commonwealth HOA 4330 Knightsbridge Blvd Sugar Land, TX 77479
4131	First Colony Conference Center 3232 Austin Parkway Sugar Land, TX 77479

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend ISD proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	
2.	Number of election day polling places (excluding early voting)	43
3.	Number of county designated election precincts	
4.	Number of polling places shared with another entity	39
5.	Number of public buildings used as polling places	25
6.	Number of early voting stations	10
7.	Voting system:	DRE

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		3	x	$10	x	73	/	1	$2,190	
	a. Early voting judges / clerks		25	x	$10	x	80	/	2	$10,000	
	a. Early voting judges / clerks		4	x	$10	x	80	/	3	$1,067	
	a. Early voting judges / clerks		4	x	$10	x	80	/	7	$457	
		Locations	x Clerks	x	Hours	x	Rate	/	Entities		
	b. Election day judges / clerks	4	4	x	17	x	$9	/	1	$2,448	
	b. Election day judges / clerks	33	4	x	17	x	$9	/	2	$10,098	
	b. Election day judges / clerks	4	4	x	17	x	$9	/	3	$816	
	b. Election day judges / clerks	1	4	x	17	x	$9	/	4	$153	
	b. Election day judges / clerks	1	4	x	17	x	$9	/	7	$87	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)										
	a. Number of clerks and judge		3				$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))									Estimate $900	Actual

Attachment C

4. Election supplies & equipment

Early Voting		Kits	x	Cost	/	Entities			
a. Early Voting supply kits		1	x	$35	/	1		$35	
a. Early Voting supply kits		7	x	$35	/	2		$123	
a. Early Voting supply kits		1	x	$35	/	3		$12	
a. Early Voting supply kits		1	x	$35	/	8		$4	
		Units	**x**	**Rate**	**/**	**Entities**			
b. Early Voting laptop PCs		1	x	$125	/	1		$125	
b. Early Voting laptop PCs		7	x	$125	/	2		$438	
b. Early Voting laptop PCs		1	x	$125	/	3		$42	
b. Early Voting laptop PCs		1	x	$125	/	8		$16	
c. Early Voting label printers		2	x	$25	/	1		$50	
c. Early Voting label printers		1	x	$25	/	1		$25	
c. Early Voting label printers		7	x	$25	/	2		$88	
c. Early Voting label printers		1	x	$25	/	3		$8	
d. Early Voting JBCs		1	x	$125	/	1		$125	
d. Early Voting JBCs		7	x	$125	/	2		$438	
d. Early Voting JBCs		1	x	$125	/	2		$63	
d. Early Voting JBCs		1	x	$125	/	8		$16	
e. Early Voting eSlates	(6 -2)	4	x	$125	/	1	(2 Free)	$500	
e. Early Voting eSlates	(6 -0)	35	x	$125	/	2		$2,188	
e. Early Voting eSlates	(6 -0)	5	x	$125	/	3		$208	
e. Early Voting eSlates	(6 -0)	5	x	$125	/	8		$78	
f. Early Voting DAUs		1	x	$150	/	1		$150	
f. Early Voting DAUs		7	x	$150	/	2		$525	
f. Early Voting DAUs		1	x	$150	/	3		$50	
f. Early Voting DAUs		1	x	$150	/	8		$19	
g. Cell Phones - 9 days		1	x	$27	/	1		$27	
g. Cell Phones - 9 days		7	x	$27	/	2		$95	
g. Cell Phones - 9 days		1	x	$27	/	2		$14	
g. Cell Phones - 9 days		1	x	$27	/	8		$3	

Attachment C

Election Day									
h. Election Day supply kits		4	x	$35	/	1	$140		
h. Election Day supply kits		33	x	$35	/	2	$578		
h. Election Day supply kits		4	x	$35	/	3	$47		
h. Election Day supply kits		1	x	$35	/	4	$9		
h. Election Day supply kits		1	x	$35	/	8	$4		
i. Election Day JBCs		4	x	$125	/	1	$500		
i. Election Day JBCs		33	x	$125	/	2	$2,063		
i. Election Day JBCs		4	x	$125	/	3	$167		
i. Election Day JBCs		1	x	$125	/	4	$31		
i. Election Day JBCs		1	x	$125	/	8	$16		
k. Election Day DAUs		4	x	$150	/	1	$600		
k. Election Day DAUs		33	x	$150	/	2	$2,475		
k. Election Day DAUs		4	x	$150	/	3	$200		
k. Election Day DAUs		1	x	$150	/	4	$38		
k. Election Day DAUs		1	x	$150	/	8	$19		
l. Election Day laptop PC's		4	x	$125	/	1	$600		
l. Election Day laptop PC's		33	x	$125	/	2	$2,063		
l. Election Day laptop PC's		4	x	$125	/	3	$166		
l. Election Day laptop PC's		1	x	$125	/	4	$38		
l. Election Day laptop PC's		1	x	$125	/	8	$19		
m. Election Day label printers		4	x	$25	/	1	$100		
m. Election Day label printers		33	x	$25	/	2	$412		
m. Election Day label printers		4	x	$25	/	3	$33		
m. Election Day label printers		1	x	$25	/	4	$7		
m. Election Day label printers		1	x	$25	/	8	$4		
	Units - Free		x	Rate	/	Entities			
n. Election Day eSlates	(18-2)	16	x	$125	/	1	$2,000		
n. Election Day eSlates	(4-0)	155	x	$125	/	2	$9,688		
n. Election Day eSlates	(4-0)	18	x	$125	/	3	$750		
n. Election Day eSlates	(4-0)	5	x	$125	/	4	$156		
n. Election Day eSlates	(4-0)	5	x	$125	/	8	$78		
o. Election Day Cell Phones		4	x	$5	/	1	$20		
o. Election Day Cell Phones		27	x	$5	/	2	$68		
o. Election Day Cell Phones		4	x	$5	/	3	$7		
o. Election Day Cell Phones		4	x	$5	/	4	$5		
o. Election Day Cell Phones		4	x	$5	/	8	$3		

Attachment C

5.	Preparation and transportation of voting equipment & supplies		
	a. Early Voting & Election Day	$800	
6	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
	a. Election (number of polling places rented)	$540	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
	a. Election	$15	
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	Ballot Layout & Coding	$450	
	Absentee Ballots -Printed & Mailed @ $1.00	$400	
	Mileage reimbursements	$200	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$5,922	
10.	Cost of Joint election	$65,139	

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 Stafford and the Stafford Municipal School District, each hereinafter individually and jointly referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The City of Stafford and the Stafford Municipal School District are holding a general election to elect Council Members and School Board Trustees (at the expense of the City of Stafford) on May 8, 2010.

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, and the terms set forth below.

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

I. 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. The City of Stafford, on behalf of the City and Stafford Municipal School District, 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 City and the School District shall remain responsible for the lawful conduct of their elections. 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 joint 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.

4/1/10 2 originals returned to John Oldham at Elections

II. 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 Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

Each party is responsible for making the submission for its election, 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 of another party.

III. 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 the usual voting location for elections in Political Subdivision. The voting locations are listed in Attachment A 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 proposed changes from the locations listed in Attachment A.

If polling places for the May 8, 2010 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 7, 2010 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 May 8, 2010 election.

IV. 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 or fluent in English and Vietnamese).

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 the person of the 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, 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 is 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 City of Stafford by the Stafford Human Resources Department or an employee of the Stafford Municipal School District as determined by the Stafford Municipal School District Human Resources Department.

V. 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 joint 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

Political Subdivision agrees to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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 the Central Counting Station, 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.

VIII. 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.

Political Subdivision hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoints 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".

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. Political Subdivision shall be responsible for the official canvass of its election.

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 Political Subdivision and the Secretary of State's Office.

IX. RUNOFF ELECTION

(This Section intentionally left blank)

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions participating in the Joint Election. 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.

Other than the costs associated with the documents identified in Section II above, The City of Stafford agrees to be responsible for all costs of administering the Joint Election for the City and the Stafford Municipal School District.

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 C of this document.

The City of Stafford 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. The City of Stafford is fully liable for any expenses incurred by Fort Bend County on behalf of the Political Subdivision cancelling its election plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the County by the City of Stafford on behalf of the Political Subdivision cancelling its election shall be refunded, minus the aforementioned expenses and administrative fee if applicable. The City of Stafford shall remain responsible for all costs of administering the election for the Political Subdivision (City of Stafford or Stafford Municipal School District) continuing its election.

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 Political Subdivision 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 Political Subdivision.

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

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 the City of Stafford's obligation under the terms of this agreement shall be $9,784.00. The City agrees to pay to Fort Bend County a deposit of $5,336.00, which is approximately sixty (60) percent of the total estimated obligation of the City of Stafford 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 City of Stafford's obligation under the terms of this agreement shall be calculated after the May 8, 2010 election (or runoff election, if applicable), and if the amount of the City of Stafford's obligation exceeds the amount deposited, the City 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 City of Stafford's obligation is less than the amount deposited, Fort Bend County shall refund to the City 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 $1,000.00 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 Subdivision to conduct a separate election.

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 23rd day of March, 2010 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 February, 2010 been executed on behalf of the City of Stafford by its Presiding Officer or authorized representative, pursuant to an action of the City of Stafford City Council;

(3) It has on the _____ day of _____, 2010 been executed on behalf of the Stafford Municipal School District by its Presiding Officer or authorized representative, pursuant to an action of the Stafford Municipal School District Board of Trustees.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

CITY OF STAFFORD, TEXAS

By _____
Leonard Scarcella, Mayor

ATTEST:

STAFFORD MUNICIPAL SCHOLL DISTRICT

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator
451820.2

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 Fort bend County Freshwater Supply District No. 1, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort bend County Freshwater Supply District No. 1 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

4/1/10 2 originals returned to John Oldham at Elections

II. 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 Political Subdivision, **including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City of Missouri City by the Missouri City Human Resources Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $4,301.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $2,581.00, 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 May 8, 2010 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.

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 23 day of March, 2010 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 22nd day of March, 2010 been executed on behalf of the Fort bend County FWSD No. 1 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort bend County FWSD No 1;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert, County Judge

ATTEST:

FORT BEND COUNTY FWSD

By

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 Burney Road MUD, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Burney Road MUD is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 City of Missouri City by the Missouri City Human Resources Department.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,982.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,789.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 22 day of February, 2010 been executed on behalf of the Burney Road Municipal Utility District by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Burney Road Municipal Utility District;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

BURNEY ROAD MUD

By

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 MUD No. 2, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County MUD No. 2 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision, **including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,705.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,623.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 23rd day of February, 2010 been executed on behalf of the Fort Bend County Municipal Utility District No. 2 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Municipal Utility District No. 2;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

FORT BEND COUNTY MUD NO. 2

By

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling place for the Fort Bend County MUD # 2 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
3032, 3098	Townewest Elementary 13927 Old Richmond Road Sugar Land, TX 77498
3035	Sugar Land Church of God 1715 Eldridge Rd Sugar Land, TX 77478

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12 FBC MUD 2, Quail Valley UD, Thunderbird UD, FBC MUD 42, Burney Road MUD FBC MUD 137, FBC MUD 138, FBC MUD 111, FBC MUD 165, FBC MUD 140

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	**Date**	**Hours**
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County MUD 2 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

A. Statistical Information

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

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	3	x 85	x $10	/ 3		$850	
		Locations	Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	2	4	x 17	x $9	/ 3		$408	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 3			$12	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 3			$42	
	c. Early Voting label printers		1	x $25	/ 3			$8	
	d. Early Voting JBCs		1	x $125	/ 3			$42	
	e. Early Voting eSlates	(3 - 0)	3	x $125	/ 3			$125	
	f. Early Voting DAUs		1	x $150	/ 3			$50	
	g. Cell Phones - 9 days		1	x $27	/ 3			$9	

Attachment C

	Election Day							
	h. Election Day supply kits		2	x $35	/	3	$23	
	i. Election Day JBCs		2	x $125	/	3	$83	
	k. Election Day DAUs		2	x $150	/	3	$100	
	l. Election Day laptop PC's		2	x $125	/	3	$83	
	m. Election Day label printers		2	x $25	/	3	$12	
		Units - Free		x Rate	/	Entities		
	n. Election Day eSlates	6-2)	4	x $125	/	3	$167	
	o. Election Day Cell Phones		2	x $5	/	3	$3	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize) — Estimate / Actual

   a. General

Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) — Estimate / Actual
(TEC § 31.100(d))
   a. Election — $246

10. Cost of Joint election — $2,705

ATTACHMENT D

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 MUD No. 23, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County MUD No. 23 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/7/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,675.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,605.00, 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 May 8, 2010 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.

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 23 day of March, 2010 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 25th day of March, 2010 been executed on behalf of the Fort Bend County Municipal Utility District No. 23 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Municipal Utility District No. 23;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By: Robert E. Hebert, County Judge

ATTEST:

FORT BEND COUNTY MUD NO. 23

By:

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the Fort Bend County MUD 23 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
1003	Mustang Community Center 4525 FM 521 Fresno, TX 77545
1114	Burton Elementary School 1625 Hunter Green Lane Fresno, TX 77489
2034	Elkins High School 7007 Knights Ct Missouri City, TX 77459

Attachment B

Early Voting Schedule - May 8, 2010 Joint Election

Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, FWSD 1, Burney Road MUD, MUD 2, MUD 23, MUD 26, MUD 48, MUD 111, MUD 117, North Mission Glen MUD, Sienna Plantation MUD 2, WCID 1, WCID 3, WCID 10

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 7:00 p.m.

Attachment C

Fort Bend County MUD 23 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

A. Statistical Information

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

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	Hours	x	Rate	/ Entities	
	a. Early voting judges / clerks	1	3	x	95	x	$10	/ 5	$570
		Locations	Clerks	x	Hours	x	Rate	/ Entities	
	b. Election day judges / clerks	3	3	x	17	x	$9	/ 3	$459
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3				$9		$27
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x	Cost	/	Entities		
	a. Early Voting supply kits		1	x	$35	/	5		$7
			Units	x	Rate	/	Entities		
	b. Early Voting laptop PCs		1	x	$125	/	5		$25
	c. Early Voting label printers		1	x	$25	/	5		$5
	d. Early Voting JBCs		1	x	$125	/	5		$25
	e. Early Voting eSlates	(3 - 0)	3	x	$125	/	5		$75
	f. Early Voting DAUs		1	x	$150	/	5		$30
	g. Cell Phones - 9 days		1	x	$27	/	5		$5

Attachment C

	Election Day							
	h. Election Day supply kits		3	x $35	/	3	$35	
	i. Election Day JBCs		3	x $125	/	3	$125	
	k. Election Day DAUs		3	x $150	/	3	$150	
	l. Election Day laptop PC's		3	x $125	/	3	$125	
	m. Election Day label printers		3	x $25	/	3	$19	
		Units - Free		x Rate	/	Entities		
	n. Election Day eSlates	(10-2)	8	x $125	/	3	$333	
	o. Election Day Cell Phones		1	x $5	/	3	$2	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$243	

10. Cost of Joint election — $2,675

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 MUD No. 26, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County MUD No. 26 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/1/10 3 originals returned to John Oldham at Elections

31

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 Political Subdivision**, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,613.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,568.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 17th day of March, 2010 been executed on behalf of the Fort Bend County Municipal Utility District No. 26 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Municipal Utility District No. 26;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By Grady Prestage

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Vickie Sabb-Adams, Secretary

FORT BEND COUNTY MUD NO. 26

By Edward Square

Edward Square, President of the Board of Directors

Fort Bend County Municipal Utility District No. 26

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the Fort Bend County MUD 26 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
2071 2075	Missouri City City Hall 1522 Texas Parkway Missouri City, TX 77459
2077 2141	Glover Elementary School 1510 Columbia Blue Drive Missouri City 77489
2089	Quail Green Clubhouse 2605 Spring Place Drive Missouri City, TX 77489

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place
City of Missouri City, City of Sugar Land

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County MUD 26 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

A. Statistical Information

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

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	3	x 95	x $10	/ 5		$570	
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	3	3	x 17	x $9	/ 4		$344	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 5			$7	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 5			$25	
	c. Early Voting label printers		1	x $25	/ 5			$5	
	d. Early Voting JBCs		1	x $125	/ 5			$25	
	e. Early Voting eSlates	(3 - 0)	3	x $125	/ 5			$75	
	f. Early Voting DAUs		1	x $150	/ 5			$30	
	g. Cell Phones - 9 days		1	x $27	/ 5			$5	

Attachment C

	Election Day							
	h. Election Day supply kits		3	x $35 /	4	$26		
	i. Election Day JBCs		3	x $125 /	4	$94		
	k. Election Day DAUs		3	x $150 /	4	$113		
	l. Election Day laptop PC's		3	x $125 /	4	$94		
	m. Election Day label printers		3	x $25 /	4	$19		
		Units - Free		x Rate /	Entities			
	n. Election Day eSlates	(10-2)	8	x $125 /	4	$250		
	o. Election Day Cell Phones		1	x $5 /	4	$1		

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $250

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$238	

10. Cost of Joint election — $2,613

Attachment "D"

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	)	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 # 48, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend Municipal Utility District # 48 is holding a bond election and general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

II. LEGAL DOCUMENTS

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 MUD..

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $1,343.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $806.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the Fort Bend County MUD # 48 by its Presiding Officer or authorized representative, pursuant to an action of the Trustees of Fort Bend MUD # 48;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

FORT BEND COUNTY MUD # 48

By _____

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 97 FORT BEND COUNTY TEXAS

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the Fort Bend County MUD # 48 Election:

Precinct	Polling Place & Address
2061	Elkins High School 7007 Knights Court Missouri City, TX 77459
2108	Elkins High School 7007 Knights Court Missouri City, TX 77459

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County MUD # 48 Proposed Election Services Contract Estimate for the conduct of the May 8, 2010 Joint Election

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	
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	10
7.	Voting system:	DRE

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	4	x 85	x $10	/ 8		$425	
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	1	4	x 17	x $9	/ 8		$77	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 8			$4	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 8			$16	
	c. Early Voting label printers		1	x $25	/ 8			$3	
	d. Early Voting JBCs		1	x $125	/ 8			$16	
	e. Early Voting eSlates	(6 -0)	6	x $125	/ 8			$94	
	f. Early Voting DAUs		1	x $150	/ 8			$19	
	g. Cell Phones - 9 days		1	x $27	/ 8			$3	

Attachment C

	Election Day							
	h. Election Day supply kits		1	x $35 /	8	$4		
	i. Election Day JBCs		1	x $125 /	8	$16		
	k. Election Day DAUs		1	x $150 /	8	$19		
	l. Election Day laptop PC's		1	x $125 /	8	$16		
	m. Election Day label printers		1	x $25 /	8	$3		
		Units - Free		x Rate /	Entities			
	n. Election Day eSlates	(6-2)	4	x $125 /	8	$63		
	o. Election Day Cell Phones		1	x $5 /	8	$1		

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$122	

10. Cost of Joint election — $1,343

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 MUD No. 111, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County MUD No. 111 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $1,621.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $973.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the Fort Bend County Municipal Utility District No. 111 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Municipal Utility District No. 111;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

FORT BEND COUNTY MUD NO. 111

By

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

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, Pages12-13 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.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	)	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

ATTACHMENT A

May 8, 2010 polling place for the Fort Bend County MUD # 111 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
4026, 4135	Walker Station Elementary 6200 Homeward Way Blvd Sugar Land, TX 77478

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	**Date**	**Hours**
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12 Quail Valley UD, Thunderbird UD, FBC MUD 42, Burney Road MUD FBC MUD 137, FBC MUD 138, FBC MUD 111, FBC MUD 165

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	**Date**	**Hours**
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

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 MUD No. 117, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County MUD No. 117 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/1/10 2 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $1,473.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $884.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the Fort Bend County Municipal Utility District No. 117 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Municipal Utility District No. 117;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

FORT BEND COUNTY MUD NO. 117

By

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling place for the Fort Bend County MUD # 117 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
1085, 1087 1120	

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend County MUD 106, 108, 109, 117
Fort Bend County Levee Improvement District 11

Schedule for:

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	9:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	9:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	9:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County MUD 117 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks		1 3	x 66	x $10	/ 5		$396	
		Locations x	Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	1	3	x 17	x $9	/ 5		$92	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 5			$7	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 5			$25	
	c. Early Voting label printers		1	x $25	/ 5			$5	
	d. Early Voting JBCs		1	x $125	/ 5			$25	
	e. Early Voting eSlates	(3 - 0)	3	x $125	/ 5			$75	
	f. Early Voting DAUs		1	x $150	/ 5			$30	
	g. Cell Phones - 9 days		1	x $27	/ 5			$5	

Attachment C

	Election Day						
	h. Election Day supply kits		1 x	$35 /	5	$7	
	i. Election Day JBCs		1 x	$125 /	5	$25	
	k. Election Day DAUs		1 x	$150 /	5	$30	
	l. Election Day laptop PC's		1 x	$125 /	5	$25	
	m. Election Day label printers		1 x	$25 /	5	$6	
		Units - Free	x	Rate /	Entities		
	n. Election Day eSlates	(3-2) 1	x	$125 /	4	$31	
	o. Election Day Cell Phones		1 x	$5 /	4	$1	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$123	

10. Cost of Joint election — $1,473

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 # 151, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend Municipal Utility District # 151 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

4/9/10 2 originals returned to John Oldham at Elections

II. 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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 MUD..

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $3,254.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1952.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 17th day of February, 2010 been executed on behalf of the Fort Bend County MUD # 151 by its Presiding Officer or authorized representative, pursuant to an action of the Board of Directors of Fort Bend MUD # 151;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By Robert Hebert

Robert E. Hebert, County Judge

ATTEST:

FORT BEND COUNTY MUD # 151

By

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By Mary Reveles

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the City of Fulshear & MUD 151 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
3006(p)	Irene Stern Community Center 6920 Fulshear-Katy Road Fulshear, TX

Early Voting Schedule
May 8, 2010 Joint Election
City of Fulshear & MUD 151

Schedule for: Irene Stern Community Center
6920 Fulshear-Katy Road
Fulshear, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	9:00 a.m. to Noon.
Saturday	May 1, 2010	9:00 a.m. to Noon
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment C

MUD 151 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

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 Hours	x Rate	/ Entities			
	a. Early Voting Judges /Clerks	1	3	x 74	x $9	/ 2		$999	
			Locations x	Clerks	x Hours	x Rate	/ Entities		
	b. Election day judges / clerks	1	4	x 17	x $9	/ 1		$612	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $100	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 2			$18	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 2			$63	
	c. Early Voting label printers		1	x $25	/ 2			$13	
	d. Early Voting JBCs		1	x $125	/ 2			$63	
	e. Early Voting eSlates	(4 -2)	2	x $125	/ 2	(2 Free)		$125	
	f. Early Voting DAUs		1	x $150	/ 2			$75	
	g. Cell Phones - 9 days		1	x $27	/ 2			$14	

Attachment C

	Election Day						
	h. Election Day supply kits		1	x $35 /	2	$18	
	i. Election Day JBCs		1	x $125 /	2	$63	
	k. Election Day DAUs		1	x $150 /	2	$75	
	l. Election Day laptop PC's		1	x $125 /	2	$75	
	m. Election Day label printers		1	x $125 /	2	$75	
		Units - Free	x	Rate /	Entities		
	n. Election Day eSlates	(4-2) 2	x	$125 /	2	$125	
	o. Election Day Cell Phones		1	x $5 /	2	$3	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$50	
Mileage reimbursements	$50	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$296	

10. Cost of Joint election — $3,254

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 May 8, 2010 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

The North Mission Glen Municipal Utility District is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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. 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.

4/1/10 2 originals returned to John Oldham at Elections

II. 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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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.

III. 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 election.

IV. 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 the person of the 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, 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 MUD.

V. 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. 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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

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

VII. 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.

VIII. 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".

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.

IX. 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.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $2,675.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1,605.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the North Mission Glen Municipal Utility District by its Presiding Officer or authorized representative, pursuant to an action of the Board of Directors of the North Mission Glen Municipal Utility District.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Secretary, Board of Directors

NORTH MISSION GLEN MUNICIPAL UTILITY DISTRICT

By _____

President, Board of Directors

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling places for the North Mission Glen MUD election:

Precinct	Polling Place & Address
3066	Mission Bend Elementary School 16200 Beechnut Houston, TX 77083
3099	Mission Bend Elementary School 16200 Beechnut Houston, TX 77083
3101	Mission Bend Elementary School 16200 Beechnut Houston, TX 77083
3113	Mission Bend Elementary School 16200 Beechnut Houston, TX 77083

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

North Mission Glen MUD Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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	10
7.	Voting system:	DRE

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	4	x 85	x $10	/ 3		$1,133	
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	1	4	x 17	x $9	/ 3		$204	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 3			$12	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 3			$42	
	c. Early Voting label printers		1	x $25	/ 3			$8	
	d. Early Voting JBCs		1	x $125	/ 3			$42	
	e. Early Voting eSlates	(6 -2)	4	x $125	/ 3			$167	
	f. Early Voting DAUs		1	x $150	/ 3			$50	
	g. Cell Phones - 9 days		1	x $27	/ 3			$9	

Attachment C

Election Day								
h. Election Day supply kits		1	x	$35	/	3	$12	
i. Election Day JBCs		1	x	$125	/	3	$42	
k. Election Day DAUs		1	x	$150	/	3	$50	
l. Election Day laptop PC's		1	x	$125	/	3	$42	
m. Election Day label printers		1	x	$25	/	3	$8	
	Units - Free		x	Rate	/	Entities		
n. Election Day eSlates	(6-2)	4	x	$125	/	3	$167	
o. Election Day Cell Phones		1	x	$5	/	3	$2	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$253	

10. Cost of Joint election — $2,675

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 Water Control and Improvement District 1, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Water Control and Improvement District 1 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/7/10 original returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $16,772.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $10,000.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 _____, 2010 been executed on behalf of the WCID No 1 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Water Control and Improvement District No. 1;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Robert E. Hebert, County Judge

ATTEST:

Keri Ann Winter

KERI ANN WINTER
My Commission Expires
August 6, 2012

FORT BEND COUNTY WCID 1

By _____

Leon Anhaisler

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 Fort Bend County Water Control & Improvement District 3, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County WCID No. 3 is holding a general election to elect Directors (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

4/1/10 3 originals returned to John Oldham at Elections

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 Political Subdivision, **including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $1,685.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1011.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 19th day of February, 2010 been executed on behalf of the Fort Bend County Municipal Water Control & Improvement District 3 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of the Fort Bend County Water Control & Improvement District 3;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Secretary, Board of Directors

FORT BEND COUNTY WCID NO. 3

By _____

President, Board of Directors

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling place for the Fort Bend County WCID # 3 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
3005(p)	Pecan Grove Elementary 3330 Old South Drive Richmond, TX 77406

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12 Quail Valley UD, Thunderbird UD, FBC MUD 42, Burney Road MUD FBC MUD 137, FBC MUD 138, FBC MUD 111, FBC MUD 165, WCID 3, WCID 10

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	~~May 4, 2010~~	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County WCID 3 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

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	Hours	x	Rate	/ Entities		
	a. Early voting judges / clerks	1	3	x	95	x	$10	/ 5	$570	
		Locations	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	1	3	x	17	x	$9	/ 3	$153	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		3				$9		$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $50	Actual
4.	Election supplies & equipment									
	Early Voting		Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		1	x	$35	/	5		$7	
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs		1	x	$125	/	5		$25	
	c. Early Voting label printers		1	x	$25	/	5		$5	
	d. Early Voting JBCs		1	x	$125	/	5		$25	
	e. Early Voting eSlates	(3 - 0)	3	x	$125	/	5		$75	
	f. Early Voting DAUs		1	x	$150	/	5		$30	
	g. Cell Phones - 9 days		1	x	$27	/	5		$5	

Attachment C

Election Day								
h. Election Day supply kits		1	x	$35	/	3	$12	
i. Election Day JBCs		1	x	$125	/	3	$42	
k. Election Day DAUs		1	x	$150	/	3	$50	
l. Election Day laptop PC's		1	x	$125	/	3	$42	
m. Election Day label printers		1	x	$25	/	3	$6	
	Units - Free		x	Rate	/	Entities		
n. Election Day eSlates	(3-2)	1	x	$125	/	3	$42	
o. Election Day Cell Phones		1	x	$5	/	3	$2	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	$250	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$153	

10. Cost of Joint election — $1,686

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.

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 Water Control & Improvement District 10, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 8, 2010 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

The Fort Bend County WCID No. 10 is holding a Confirmation Election, general election to elect Directors, and an election is approve or disapprove the issuance of Bonds (at the expense of Political Subdivision) on May 8, 2010.

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 D 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

31

4/1/10 3 originals returned to John Oldham at Elections

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 Political Subdivision**, including translation to languages other than English**. Political Subdivision shall provide a copy of their respective election orders and notices to the 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 elections in Political Subdivision. The proposed voting locations are listed in Attachment A 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 A.

If polling places for the May 8, 2010 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 May 7, 2010 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 May 8, 2010 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 the person of the 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, 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 City of Missouri City by the Missouri City 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 Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision'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 "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide 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:	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".

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

Political Subdivision agrees 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 C 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 Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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

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 $1,795.00 Political Subdivision agrees to pay to Fort Bend County a deposit of $1077.00, 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 May 8, 2010 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.

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 23rd day of March, 2010 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 5th day of March, 2010 been executed on behalf of the Fort Bend County Water Control & Improvement District 10 by its Presiding Officer or authorized representative, pursuant to an action by the Temporary Board of Directors of the Fort Bend County Water Control & Improvement District 10;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Secretary, Board of Directors

FORT BEND COUNTY WCID NO. 10

By

President, Board of Directors

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

ATTACHMENT A

May 8, 2010 polling place for the Fort Bend County WCID # 10 Election. Polls will be open between 7:00 A.M. and 7:00 P.M.

Precinct	Polling Place & Address
1103(p)	Pecan Grove Elementary 3330 Old South Drive Richmond, TX 77406

Attachment B

Early Voting Schedule
May 8, 2010 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City, City of Sugar Land, FBC MUD 47, FBC MUD 48, Kingsbridge MUD, North Mission Glen MUD, Sienna Plantation MUDs 2,3,10 & 12 Quail Valley UD, Thunderbird UD, FBC MUD 42, Burney Road MUD FBC MUD 137, FBC MUD 138, FBC MUD 111, FBC MUD 165, WCID 3, WCID 10

Schedule for: Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday – Friday	April 26 –30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 - 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	8:00 a.m. to 5:00 p.m.
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday – Friday	April 26 – 30, 2010	10:00 a.m. to 7:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	7:00 a.m. to 7:00 p.m.
Tuesday	May 4, 2010	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX
Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	**Date**	**Hours**
Monday – Friday	April 26 - 30, 2010	8:00 a.m. to 5:00 p.m.
Saturday	May 1, 2010	CLOSED
Sunday	May 2, 2010	CLOSED
Monday	May 3, 2010	8:00 a.m. to 5:00 p.m.
Tuesday	May 4, 2010	8:00 a.m. to 5:00 p.m.

Attachment C

Fort Bend County WCID 10 Proposed Election Services Contract
Estimate for the conduct of the May 8, 2010 Joint Election

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	
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

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 Hours	x Rate	/ Entities			
	a. Early voting judges / clerks	1	3	x 95	x $10	/ 5		$570	
		Locations	Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	1	3	x 17	x $9	/ 3		$153	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$9			$27	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $50	Actual
4.	Election supplies & equipment								
	Early Voting		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 5			$7	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 5			$25	
	c. Early Voting label printers		1	x $25	/ 5			$5	
	d. Early Voting JBCs		1	x $125	/ 5			$25	
	e. Early Voting eSlates	(3 - 0)	3	x $125	/ 5			$75	
	f. Early Voting DAUs		1	x $150	/ 5			$30	
	g. Cell Phones - 9 days		1	x $27	/ 5			$5	

Attachment C

	Election Day						
	h. Election Day supply kits		1 x	$35 /	3	$12	
	i. Election Day JBCs		1 x	$125 /	3	$42	
	k. Election Day DAUs		1 x	$150 /	3	$50	
	l. Election Day laptop PC's		1 x	$125 /	3	$42	
	m. Election Day label printers		1 x	$25 /	3	$6	
		Units - Free	x	Rate /	Entities		
	n. Election Day eSlates	(3-2) 1	x	$125 /	3	$42	
	o. Election Day Cell Phones		1 x	$5 /	3	$2	

5. Preparation and transportation of voting equipment & supplies
   a. Early Voting & Election Day — $50

6 Polling Place Rental - Election Day
(TEC § 43.031, 43.033)
   a. Election (number of polling places rented) — $0

7. Publication of electronic voting system notices)
(TEC § 127.096(a))
   a. Election — $15

8. Miscellaneous election expenses (itemize) — Estimate — Actual

   a. General

Ballot Layout & Coding	$350	
Absentee Ballots -Printed & Mailed @ $1.00	$25	
Mileage reimbursements	$25	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) — Estimate — Actual
(TEC § 31.100(d))
   a. Election — $163

10. Cost of Joint election — $1,796

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. FORT BEND COUNTY, TEXAS, Defendant.	CIVIL ACTION NO. 4:09-cv-1058 **CONSENT DECREE, JUDGMENT, and ORDER**

The United States of America filed this action pursuant to 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 of 2002 ("HAVA"), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County's Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) ("Section 4(f)(4)"), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 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 matter. 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 9th day of April, 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
713 718 3303 (fax)
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:

ROY L. CORDES, JR.
Texas Bar No. 04821000
County Attorney
Fort Bend County

RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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 13th day of April, 2009.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

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, Pages12-13 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.