

3/22/11

31. ELECTIONS ADMINISTRATION:

Take all appropriate action on Joint Election Agreements between Fort Bend County and the following political subdivisions to conduct elections on May 14, 2011:

Fort Bend Independent School District 2 originals
Lamar Consolidated Independent School District; 2 originals
Needville Independent School District, 2 originals
Stafford Municipal School District, 2 originals
City of Arcola, 2 originals
City of Beasley, 2 originals
City of Fulshear, 2 originals
City of Meadows Place, 2 originals
City of Missouri City, 1 original
City of Needville, 2 originals
City of Rosenberg, 2 originals
City of Simonton, 2 originals
City of Sugar Land, 1 original
Village of Fairchilds, 1 original
Fort Bend County Water Control & Improvement District No. 2, 2 originals
Fort Bend County Levee Improvement District No. 10. 3 originals

3/28/11 all originals returned to John Oldham at Elections

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 14, 2011 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 (at the expense of Political Subdivision) for the purpose of electing Trustees on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

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

If polling places for the May 14, 2011 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 13, 2011 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 14, 2011 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 Fort Bend Independent School District by the Human Resources Department of the Fort Bend Independent School District.

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 \$71,317. Political Subdivision agrees to pay to Fort Bend County a deposit of \$42,790, 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 14, 2011 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

The Political Subdivision agrees that it shall provide a list of offices and candidates to be elected to the Elections Office not later than the 60th day (March 15, 2011) before the election. The Political Subdivision shall provide the results of the candidate placement drawing to the Elections Office not later than March 21, 2011. It is also understood that if the ballot details are not provided to the Elections Office by the 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 14th day of February, 2011 been executed on behalf of the Fort Bend Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Board of Trustees of the District;

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert
Robert E. Hebert, County Judge



APPROVED AS TO FORM:

Leila Feldman
Leila Feldman, General Counsel

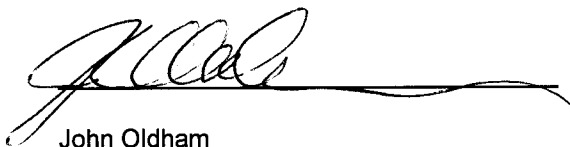
FORT BEND INDEPENDENT SCHOOL DISTRICT

By

Sonal Bhuchar
Sonal Bhuchar, Board President

CONTRACTING OFFICER

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'JOE', with a long horizontal flourish extending to the right.

John Oldham
Elections Administrator

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, Pages 12-13 of Consent Decree.

- A. ☐ Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. ☐ at least 30 days before each election held, provide to the DOJ:
 - (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. ☐ Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

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:

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Attorney General

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

TIM JOHNSON
Acting United States Attorney

/s Daniel David Hu
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Fort Bend County

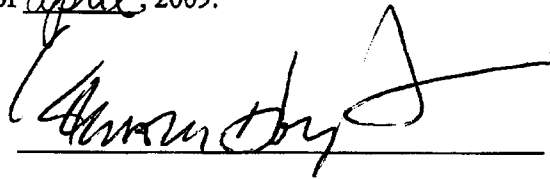
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Robert E. Hebert
ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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.

A handwritten signature in black ink, appearing to read "Amanda J. [unclear]", is written over a horizontal line.

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 B

Early Voting Schedule - May 14, 2011 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City,
City of Sugar Land, WCID No. 2

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Fort Bend ISD proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election

A. Statistical Information

1. Projected voter turnout in election	<u> </u>
2. Number of election day polling places (excluding early voting)	<u>43</u>
3. Number of county designated election precincts	<u> </u>
4. Number of polling places shared with another entity	<u>35</u>
5. Number of public buildings used as polling places	<u>32</u>
6. Number of early voting stations	<u>10</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u>3</u>	<u>\$10</u>	x	<u>100</u>	/	<u>1</u> \$3,000	<u> </u>
a. Early voting judges / clerks	<u>24</u>	<u>\$10</u>	x	<u>100</u>	/	<u>2</u> \$12,000	<u> </u>
a. Early voting judges / clerks	<u>4</u>	<u>\$10</u>	x	<u>100</u>	/	<u>3</u> \$1,333	<u> </u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>8</u>	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>1</u> \$4,896	<u> </u>
b. Election day judges / clerks	<u>29</u>	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>2</u> \$8,874	<u> </u>
b. Election day judges / clerks	<u>4</u>	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>3</u> \$816	<u> </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>3</u>			<u>\$9</u>		<u>\$27</u>	<u> </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate <u>\$900</u>	Actual <u> </u>

Attachment C

4. Election supplies & equipment

Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	2	x	\$35	/	1	\$70	_____
a. Early Voting supply kits	7	x	\$35	/	2	\$123	_____
a. Early Voting supply kits	1	x	\$35	/	3	\$12	_____
	Units	x	Rate	/	Entities		
b. Early Voting laptop PCs	2	x	\$125	/	1	\$250	
b. Early Voting laptop PCs	7	x	\$125	/	2	\$438	
b. Early Voting laptop PCs	1	x	\$125	/	3	\$42	_____
c. Early Voting label printers	2	x	\$25	/	1	\$50	_____
c. Early Voting label printers	7	x	\$25	/	2	\$88	_____
c. Early Voting label printers	1	x	\$25	/	3	\$8	
d. Early Voting JBCs	2	x	\$125	/	1	\$250	
d. Early Voting JBCs	7	x	\$125	/	2	\$438	
d. Early Voting JBCs	1	x	\$125	/	3	\$42	_____
e. Early Voting eSlates	(6 -2)	5	x	\$125	/	1 (2 Free)	\$625
e. Early Voting eSlates	(6 -0)	35	x	\$125	/	2	\$2,188
e. Early Voting eSlates	(6 -0)	5	x	\$125	/	3	\$208
f. Early Voting DAUs	2	x	\$150	/	1	\$300	_____
f. Early Voting DAUs	7	x	\$150	/	2	\$525	
f. Early Voting DAUs	1	x	\$150	/	3	\$50	
g. Cell Phones - 9 days	2	x	\$27	/	1	\$54	
g. Cell Phones - 9 days	7	x	\$27	/	2	\$95	
g. Cell Phones - 9 days	1	x	\$27	/	3	\$9	

Attachment C

Election Day

h. Election Day supply kits	<u>8</u> x <u>\$35</u> /	<u>1</u>	1	<u>\$280</u>	
h. Election Day supply kits	<u>31</u> x <u>\$35</u> /	<u>2</u>	2	<u>\$543</u>	
h. Election Day supply kits	<u>1</u> x <u>\$35</u> /	<u>3</u>	3	<u>\$12</u>	
i. Election Day JBCs	<u>8</u> x <u>\$125</u> /	<u>1</u>	1	<u>\$1,000</u>	
i. Election Day JBCs	<u>31</u> x <u>\$125</u> /	<u>2</u>	2	<u>\$1,938</u>	
i. Election Day JBCs	<u>1</u> x <u>\$125</u> /	<u>3</u>	3	<u>\$42</u>	
k. Election Day DAUs	<u>8</u> x <u>\$150</u> /	<u>1</u>	1	<u>\$1,200</u>	
k. Election Day DAUs	<u>31</u> x <u>\$150</u> /	<u>2</u>	2	<u>\$2,325</u>	
k. Election Day DAUs	<u>1</u> x <u>\$150</u> /	<u>3</u>	3	<u>\$50</u>	
l. Election Day laptop PC's	<u>8</u> x <u>\$125</u> /	<u>1</u>	1	<u>\$1,200</u>	
l. Election Day laptop PC's	<u>31</u> x <u>\$125</u> /	<u>2</u>	2	<u>\$1,938</u>	
l. Election Day laptop PC's	<u>1</u> x <u>\$125</u> /	<u>3</u>	3	<u>\$42</u>	
m. Election Day label printers	<u>8</u> x <u>\$25</u> /	<u>1</u>	1	<u>\$200</u>	
m. Election Day label printers	<u>31</u> x <u>\$25</u> /	<u>2</u>	2	<u>\$388</u>	
m. Election Day label printers	<u>1</u> x <u>\$25</u> /	<u>3</u>	3	<u>\$9</u>	
	Units - Free	x Rate /	Entities		
n. Election Day eSlates	<u>(30-2)</u> 28 x <u>\$125</u> /	<u>1</u>	1	<u>\$3,500</u>	
n. Election Day eSlates	<u>(5-0)</u> 155 x <u>\$125</u> /	<u>2</u>	2	<u>\$9,688</u>	
n. Election Day eSlates	<u>(5-0)</u> 5 x <u>\$125</u> /	<u>3</u>	3	<u>\$208</u>	
o. Election Day Cell Phones	<u>8</u> x <u>\$5</u> /	<u>1</u>		<u>\$40</u>	
o. Election Day Cell Phones	<u>31</u> x <u>\$5</u> /	<u>2</u>		<u>\$78</u>	
o. Election Day Cell Phones	<u>1</u> x <u>\$5</u> /	<u>3</u>		<u>\$2</u>	

Attachment C

5.	Preparation and transportation of voting equipment & supplies		
a.	Early Voting & Election Day	<u>\$800</u>	<u> </u>
6	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
a.	Election (number of polling places rented)	<u>\$540</u>	<u> </u>
7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
a.	Election	<u>\$100</u>	<u> </u>
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
a.	General		
	Ballot Layout & Coding	<u>\$450</u>	<u> </u>
	Absentee Ballots -Printed & Mailed @ \$1.00	<u>\$500</u>	<u> </u>
	Mileage reimbursements	<u>\$200</u>	<u> </u>
	Election Day Filed Techs & other Temp workers	<u>\$1,200</u>	<u> </u>
		<u>\$0</u>	<u> </u>
		<u>\$0</u>	<u> </u>
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a.	Election	<u>\$6,483</u>	<u> </u>
10.	Cost of Joint election	<u>\$71,317</u>	<u> </u>

ATTACHMENT D

May 14, 2011 Polling Places for Fort Bend ISD Election

<u>Precinct</u>	<u>Polling Place & Address</u>
1003 1058 1134	Mustang Community Center 4525 FM 521 Fresno, TX 77545
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(p) 2078, 2112(p) 2137(p)	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(p)	Missouri City Community Center 1522 Texas Parkway Missouri City, TX 77459
2077, 2141	Glover Elementary School 1510 Columbia Blue Drive Missouri City 77489
2081 2070(p)	East End Annex Building 303 Texas Parkway Missouri City, TX 77459
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, 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
3022, 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(p), 3063(p) 3082(p), 3104 3005(p)	Pecan Grove Elementary 3330 Old South Drive Richmond, TX 77406
3066, 3083(p) 3099, 3100 3101, 3106 3113	Mission Bend Elementary 16200 Beechnut Houston, TX 77083
4011	Colony Bend Elementary 2720 Planters Street Sugar Land, TX 77479
4124, 4026 4135,	Walker Station Elementary 6200 Homeward Way Blvd Sugar Land, TX 77478
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 77479
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

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 Lamar Consolidated Independent School District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 Lamar Consolidated Independent School District is holding a general election (at the expense of Political Subdivision) for the purpose of electing one Trustee each from Districts 4, 5 and 7 on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

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

If polling places for the May 14, 2011 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 13, 2011 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 14, 2011 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 Lamar Consolidated Independent School District by the Human Resources Department of the District.

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 \$20,525. Political Subdivision agrees to pay to Fort Bend County a deposit of \$12,315., 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 _____, 2011 been executed on behalf of Lamar Municipal School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of Lamar Consolidated Independent School District;

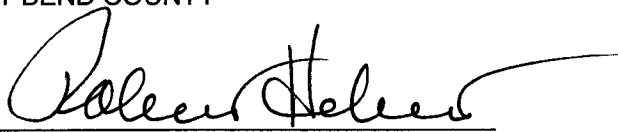
ATTEST:

FORT BEND COUNTY

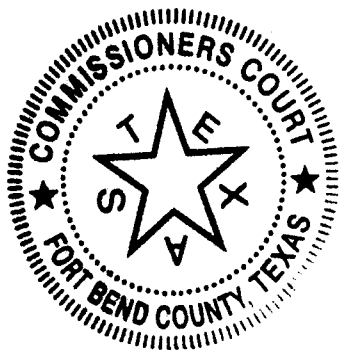


Dianne Wilson, County Clerk

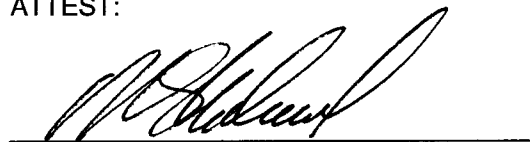
By



Robert E. Hebert, County Judge



ATTEST:



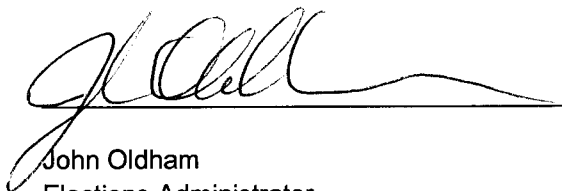
Michael Richard, Board Secretary

LAMAR CISD

By 

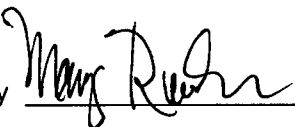
Sam Hopkins, Board President

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 Needville Independent School District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 Needville Independent School District is holding a general election (at the expense of Political Subdivision) for the purpose of electing Trustees on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Needville Independent School District by the Human Resources Department of the Needville Independent School District.

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 \$3,518. Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,111, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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:

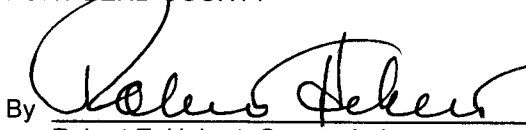
- (1) It has on the 22 day of March, 2011 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2011 been executed on behalf of the Needville Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Needville Independent School District;

ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY

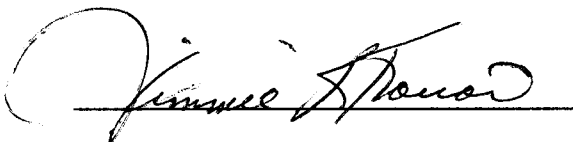
By 

Robert E. Hebert, County Judge



ATTEST:

NEEDVILLE ISD



By 

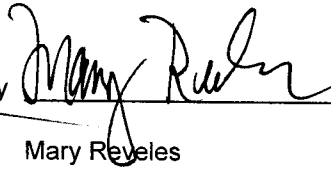
CONTRACTING OFFICER

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read 'J. Oldham', written over a horizontal line.

John Oldham
Elections Administrator

By

A handwritten signature in cursive script, appearing to read 'Mary Reveles', written over a horizontal line.

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 Stafford and the Stafford Municipal School District, each hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011, 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 Political Subdivision) and the Stafford Municipal School District is holding a special election to approve or disapprove the issuance of bonds.

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

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

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

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

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

II. ADMINISTRATION

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

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

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

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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 D 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 14, 2011 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 13, 2011 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 14, 2011 election.

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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.

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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 \$7,800.00. Political Subdivision agrees to pay to Fort Bend County a deposit of \$4,680.00, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 14 day of February, 2011 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 _____, 2011 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:

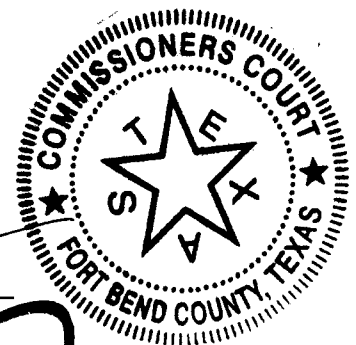
Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By Robert E. Hebert

Robert E. Hebert, County Judge



ATTEST:

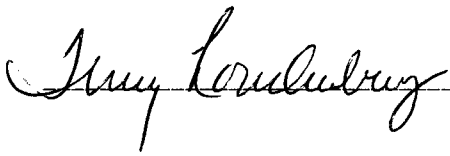
Bonnie Baumann

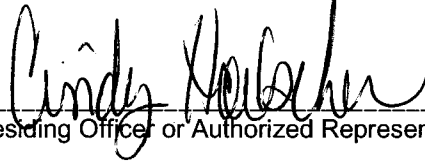
CITY OF STAFFORD, TEXAS

By Linda Stancella, Mayor

ATTEST:

STAFFORD MUNICIPAL SCHOLL DISTRICT




By 
_____ Presiding Officer or Authorized Representative

CONTRACTING OFFICER

APPROVED AS TO FORM:


_____ John Oldham
Elections Administrator

By 
_____ Mary Reveles
Assistant County Attorney

**Early Voting Schedule
May 14, 2011 Election
City of Stafford and Stafford MSD and
Water Control Improvement District No. 2**

MAIN EARLY VOTING POLLING PLACE

Stafford City Hall
2610 South Main
Stafford, Texas 77477

The dates and times of early voting period at the main early voting location are:

MONDAY, MAY 2, 2011	8:00 A.M. - 5:00 P.M.
TUESDAY, MAY 3, 2011	8:00 A.M. - 5:00 P.M.
WEDNESDAY, MAY 4, 2011	8:00 A.M. - 5:00 P.M.
THURSDAY, MAY 5, 2011	8:00 A.M. - 5:00 P.M.
FRIDAY, MAY 6, 2011	8:00 A.M. - 5:00 P.M.
MONDAY, MAY 9, 2011	7:00 A.M. - 7:00 P.M.
TUESDAY, MAY 10, 2011	7:00 A.M. - 7:00 P.M.

BRANCH EARLY VOTING POLLING PLACE

Stafford MSD Administration Building
1625 Staffordshire Road
Stafford, Texas 77477

The dates and times of early voting period at the branch early voting location are:

MONDAY, MAY 2, 2011	8:00 A.M. - 5:00 P.M.
TUESDAY, MAY 3, 2011	8:00 A.M. - 5:00 P.M.
WEDNESDAY, MAY 4, 2011	8:00 A.M. - 5:00 P.M.
THURSDAY, MAY 5, 2011	8:00 A.M. - 5:00 P.M.
FRIDAY, MAY 6, 2011	8:00 A.M. - 5:00 P.M.
MONDAY, MAY 9, 2011	7:00 A.M. - 7:00 P.M.
TUESDAY, MAY 10, 2011	7:00 A.M. - 7:00 P.M.

City of Stafford and Stafford MSD

ELECTION DAY POLLING PLACE

Stafford City Hall
2610 South Main
Stafford, Texas 77477

PRECINCTS

2027, 2060, 2070(p), 2079, 2088, 2096, 2112(p)
2137, 2138, 2139, 2140, 3069

Stafford MSD proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 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 | _____ 2 |
| 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	6	\$10	x	75 /	3 \$1,500	
		Locations x	Clerks x	Hours x	Rate /	Entities	
b.	Election day judges / clerks	1	4	x	18 x \$9 /	3 \$216	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)						
a.	Number of clerks and judge	3			\$9	\$27	\$6.18
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))					Estimate \$250	Actual \$111.20
4.	Election supplies & equipment						
	Election	Kits x	Cost	/	Entities		
a.	Early Voting supply kits	2	\$35	/	3	\$23	
		Units x	Rate	/	Entities		
b.	Early Voting laptop PCs	2	\$125	/	3	\$83	
c.	Early Voting label printers	2	\$25	/	3	\$17	
d.	Early Voting JBCs	2	\$125	/	3	\$83	
e.	Early Voting eSlates (6 -2)	4	\$125	/	3 (2 Free)	\$167	
f.	Early Voting DAUs	2	\$150	/	3	\$100	
		Units x	Rate	/	Entities		
g.	Election Day supply kits	1	\$35	/	3	\$12	
h.	Election Day JBCs	1	\$125	/	3	\$42	
i.	Election Day DAUs	1	\$150	/	3	\$50	
j.	Election Day laptop PC's	1	\$125		3	\$42	
k.	Election Day label printers	1	\$25		3	\$8	
		Units - Free	x	Rate /	Entities		
l.	Election Day eSlates (5-0)	5	\$125	/	3	\$208	
m.	Judges Cell Phone per day	1	\$5		3	\$2	
5.	Preparation and transportation of voting equipment & supplies						
a.	Election					\$100	
6	Polling place rental (TEC § 43.031, 43.033)						

a. Election (number of polling places rented)	<u>0</u>	<u> </u>
7. Publication of electronic voting system notices) (TEC § 127.096(a))		
a. Election	<u>\$15</u>	<u>\$6.10</u>
8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
Ballot Layout & Coding	<u>\$300</u>	<u> </u>
Absentee Ballots -Printed & Mailed @ \$1.00	<u>\$100</u>	<u> </u>
Mileage reimbursements	<u>\$50</u>	<u> </u>
Field Techs & Part Time	<u>\$150</u>	<u> </u>
	<u>\$0</u>	<u> </u>
	<u>\$0</u>	<u> </u>
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	<u>\$355</u>	<u> </u>
10. Cost of Joint election	<u>\$3,900</u>	<u> </u>

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Arcola, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

** Applies to the extent that Political Subdivision has election responsibilities under this Contract. For County responsibilities under this Contract, County agrees to comply with the Decree and applicable laws. Page 1 of 8
on behalf of itself and Political Subdivision (to avoid redundant
or overlapping duties, etc.)

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 XI 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. For changes that affect County voting procedures or that affect more than one Political Subdivision, the parties agree to cooperate to reduce redundant submissions to the Justice Department. They may make joint submissions, for example.

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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Arcola by the Human Resources Department of the City of Arcola.

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:

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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.
To the extent the contest involves actions of the County, the County will assist in the legal defense efforts.
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 \$3,742. Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,245, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election. Such nullification only applies if the delay actually prevents the orderly conduct of the 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 22 day of March, 2011 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, 2011 been executed on behalf of the City of Arcola by its Presiding Officer or authorized representative, pursuant to an action by the Arcola City Council;

ATTEST:

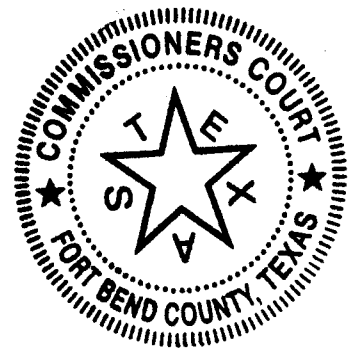
Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert
Robert E. Hebert, County Judge



ATTEST:

CITY OF ARCOLA



Sally Carter

By

Mary E. Anderson

CONTRACTING OFFICER

APPROVED AS TO FORM:

 By 
John Oldham
Elections Administrator
Mary Reveles
Assistant County Attorney

Attachment B

Early Voting Schedule - May 14, 2011 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City,
City of Sugar Land, WCID No. 2

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

City of Arcola proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election

A. Statistical Information

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

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u>3</u> x	<u>\$10</u>	x	<u>100</u>	/	<u>2</u>	<u>\$1,500</u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>1</u>	<u>4</u> x	<u>17</u> x	<u>\$9</u>	/	<u>2</u>	<u>\$306</u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>3</u>			<u>\$9</u>		<u>\$27</u>	<u></u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate <u>\$100</u>	Actual <u></u>

Attachment C

4. Election supplies & equipment

Early Voting

	Kits	x	Cost	/	Entities	
a. Early Voting supply kits	<u>1</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$18</u>

	Units	x	Rate	/	Entities	
b. Early Voting laptop PCs	<u>1</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$63</u>

c. Early Voting label printers	<u>1</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$13</u>
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d. Early Voting JBCs	<u>1</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$63</u>
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e. Early Voting eSlates	<u>(4 -0)</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$250</u>
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f. Early Voting DAUs	<u>1</u>	x	<u>\$150</u>	/	<u>2</u>	<u>\$75</u>
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g. Cell Phones - 9 days	<u>1</u>	x	<u>\$27</u>	/	<u>2</u>	<u>\$14</u>
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Attachment C

Election Day

h. Election Day supply kits	<u>1</u> x <u>\$35</u> / <u>2</u>	2	<u>\$18</u>	<u> </u>
i. Election Day JBCs	<u>1</u> x <u>\$125</u> / <u>2</u>	2	<u>\$63</u>	<u> </u>
k. Election Day DAUs	<u>1</u> x <u>\$150</u> / <u>2</u>	2	<u>\$75</u>	<u> </u>
l. Election Day laptop PC's	<u>1</u> x <u>\$125</u> / <u>2</u>	2	<u>\$63</u>	<u> </u>
m. Election Day label printers	<u>1</u> x <u>\$25</u> / <u>2</u>	2	<u>\$13</u>	
	Units - Free x Rate / Entities			
n. Election Day eSlates	<u>(5-2)</u> <u>3</u> x <u>\$125</u> / <u>2</u>	2	<u>\$188</u>	
o. Election Day Cell Phones	<u>1</u> x <u>\$5</u> / <u>2</u>		<u>\$3</u>	

Attachment C

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

\$25

8. Miscellaneous election expenses (itemize)

Estimate

Actual

- a. General

Ballot Layout & Coding

\$350

Absentee Ballots -Printed & Mailed @ \$1.00

\$25

Mileage reimbursements

\$25

Election Day Filed Techs & other Temp workers

\$75

\$0

\$0

9. Election Services Contract Administrative Fee (10%)
(TEC § 31.100(d))

Estimate

Actual

- a. Election

\$340

- ## 10. Cost of Joint election

\$3,742

ATTACHMENT A
CONSENT DECREE CHECKLIST

1. ☐ Assistors of Choice: Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write MUST be given or permitted assistance from persons of the voters' choice, including assistance in the voting booth, reading or interpreting the ballot and instructing voters how to select the voters' preferred candidates. See Section 3, Page 4 of Consent Decree.
2. ☐ Translation and Dissemination of Election-Related Materials: All information that is disseminated in English must be disseminated in Spanish, including but not limited to: registration or voting notices, ballots, forms, instructions, assistance, or other materials or information relating to the electoral process. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known that exclusively or regularly publish or broadcast information in Spanish to the local population. Distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements. See Section 4 & 5, Page 5 of Consent Decree.
3. Spanish Language Assistance: See Section 6-11, Pages 5-7 of Consent Decree.
 - A. ☐ Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations.
 - B. ☐ Recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.
 - C. ☐ Survey its employees to identify personnel who speak Spanish fluently and, to the extent the entity in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election-day.
 - D. In addition to the requirements of state law:
 - ☐ Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official;
 - ☐ Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials;
 - ☐ Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials;
 - ☐ Early voting locations shall be staffed by at least one bilingual election official;
 - ☐ Employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials as required in Section D.
 - E. ☐ Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.
4. Election Official Training: Prior to each election, in addition to any required state or county training, provide training to all poll officials and other election personnel present at the polls regarding:
 - A. ☐ Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls;
 - B. ☐ Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments;
 - C. ☐ Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the entity to provide provisional voters with information on how to ascertain the outcome of their provisional ballots;
 - D. ☐ Provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues;

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

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

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

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

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Fort Bend County

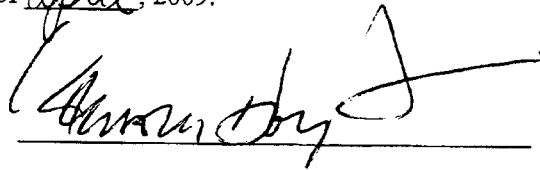
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Robert E. Hebert
ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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.

A handwritten signature in black ink, appearing to read "Amanda J. [unclear]", is written over a horizontal line.

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.

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 Beasley, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011 the City of Beasley is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers and a special election for the purpose of approving or disapproving the reauthorization of A Municipal Street Tax.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Beasley by the Human Resources Department of the City of Beasley.

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 \$2,584. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,550, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 24 day of February, 2011 been executed on behalf of the City of Beasley by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Beasley.;

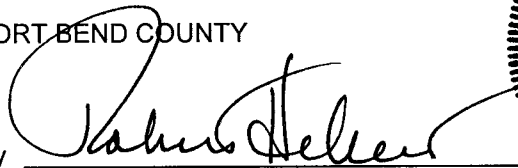
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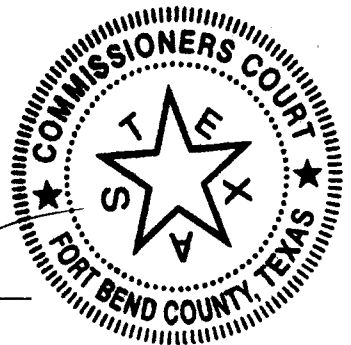
Dianne Wilson, County Clerk

FORT BEND COUNTY

By



Robert E. Hebert, County Judge

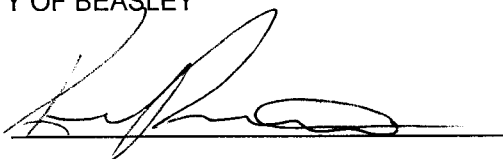


ATTEST:



CITY OF BEASLEY


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 City of Fulsher, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 Fulshear is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Fulshear by the Human Resources Department of the City of Fulshear.

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 \$2,817. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,690, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 _____, 2011 been executed on behalf of the City of Fulshear by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Fulshear;

ATTEST:



Dianne Wilson, County Clerk

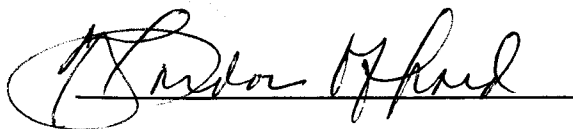
FORT BEND COUNTY



By Robert E. Hebert, County Judge



ATTEST:



CITY OF FULSHEAR

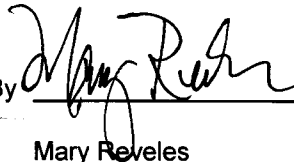
By 

CONTRACTING OFFICER

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'JOE', written over a horizontal line.

John Oldham
Elections Administrator

By 

A handwritten signature in black ink, appearing to read 'Mary Reveles', written over a horizontal line.

Mary Reveles
Assistant County Attorney

Exhibit B

Early Voting Schedule May 14, 2011 Joint Election Lamar CISD, City of Fulshear, City of Simonton

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2–6, 2011	8:00 a.m. to 5:00 P.M..
Saturday	May 7, 2011	8:00 a.m. to 5:00 P.M.
Sunday	May 8, 2011	CLOSED
Monday	May 9, 2011	7:00 a.m. to 7:00 p.m.
Tuesday	May 10, 2011	7:00 a.m. to 7:00 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 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 14, 2011 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 (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Meadows Place by the Human Resources Department of the City of Meadows Place.

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.

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Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central 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 \$3,192. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,915, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 January, 2011 been executed on behalf of the City of Meadows Place by its Presiding Officer or authorized representative, pursuant to an action by the Meadows Place City Council;

ATTEST:

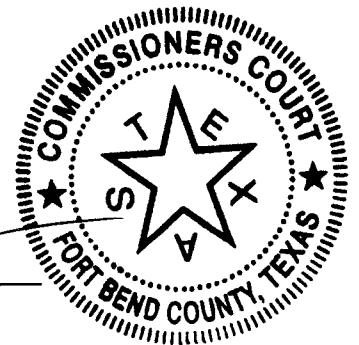
Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert
Robert E. Hebert, County Judge



ATTEST:

CITY OF MEADOWS PLACE

Elaine Herff
Elaine Herff, City Secretary

By


Charles Jessup
Charles 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 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 14, 2011 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 Missouri City is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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 the joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

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

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

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

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

II. ADMINISTRATION

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

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

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

If polling places for the May 14, 2011 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 13, 2011 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 14, 2011 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.

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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 the Political Subdivision 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 (herein known as "joint participants")
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.
11. Participating parties sharing common territory and sharing a common ballot are known herein as "participating parties."

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$18,434. Political Subdivision agrees to pay to Fort Bend County a deposit of \$11,060, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 7th day of February, 2011 been executed on behalf of the City of Missouri City by its Presiding Officer or authorized representative, pursuant to an action by the Missouri City City Council;

ATTEST:

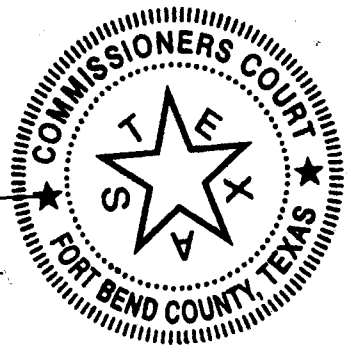
Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By Robert E. Hebert

Robert E. Hebert, County Judge



ATTEST:

Patrice Fogarty
Patrice Fogarty, City Secretary

CITY OF MISSOURI CITY

By Allen Owen
Allen Owen, Mayor

CONTRACTING OFFICER

A handwritten signature in black ink, appearing to read 'J. Oldham', written over a horizontal line.

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

A handwritten signature in black ink, appearing to read 'Mary Reveles', written over a horizontal line.

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.	)	CIVIL ACTION NO. 4:09-cv-1058
)	
FORT BEND COUNTY, TEXAS,	)	<u>CONSENT DECREE, JUDGMENT,</u>
	)	<u>and ORDER</u>
Defendant.)	
)	
)	
)	
)	

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
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Assistant United States Attorney
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For Defendant:

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

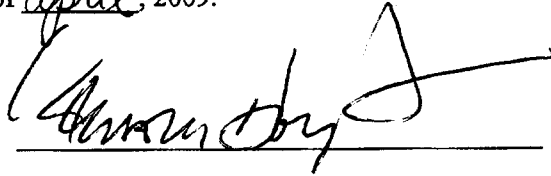
Randall W. Morse
RANDALL W. MORSE
Texas Bar No. 14549700
First Assistant County Attorney
Litigation Division
MARY E. REVELES
Texas Bar No. 24007905
First Assistant County Attorney
General Counsel Division
William B. Travis Building
301 Jackson, Suite 728
Richmond, Texas 77469
Telephone: (281) 341- 4555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

Robert E. Hebert
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.

A handwritten signature in black ink, appearing to read "A. M. Byrd", is written over a horizontal line.

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, Pages 12-13 of Consent Decree.
- A. ☐ Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. ☐ at least 30 days before each election held, provide to the DOJ:
- (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. ☐ Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

Attachment B

Early Voting Schedule - May 14, 2011 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City,
City of Sugar Land, WCID No. 2

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

**City of Missouri City proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election**

A. Statistical Information

1. Projected voter turnout in election	<u> </u>
2. Number of election day polling places (excluding early voting)	<u>15</u>
3. Number of county designated election precincts	<u> </u>
4. Number of polling places shared with another entity	<u>14</u>
5. Number of public buildings used as polling places	<u>12</u>
6. Number of early voting stations	<u>10</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x Rate x Hours / Entities						
a. Early voting judges / clerks	<u>4</u>	x	<u>\$10</u>	x	<u>100</u>	/	<u>3</u> \$1,333
	Locations x Clerks x Hours x Rate / Entities						
b. Election day judges / clerks	<u>1</u>	x	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>1</u> \$612
b. Election day judges / clerks	<u>11</u>	x	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>2</u> \$3,366
b. Election day judges / clerks	<u>3</u>	x	<u>4</u>	x	<u>17</u>	x	<u>\$9</u> / <u>3</u> \$612
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>3</u>				<u>\$9</u>	<u>\$27</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate \$400	Actual

Attachment C

4. Election supplies & equipment

Early Voting

a. Early Voting supply kits

Kits	x	Cost	/	Entities
<u>1</u>	x	<u>\$35</u>	/	<u>3</u>

\$12

b. Early Voting laptop PCs

Units	x	Rate	/	Entities
<u>1</u>	x	<u>\$125</u>	/	<u>3</u>

\$42

c. Early Voting label printers

Units	x	Rate	/	Entities
<u>1</u>	x	<u>\$25</u>	/	<u>3</u>

\$8

d. Early Voting JBCs

Units	x	Rate	/	Entities
<u>1</u>	x	<u>\$125</u>	/	<u>3</u>

\$42

e. Early Voting eSlates

Units	x	Rate	/	Entities
<u>(7-0)</u>	x	<u>\$125</u>	/	<u>3</u>

\$292

f. Early Voting DAUs

Units	x	Rate	/	Entities
<u>1</u>	x	<u>\$150</u>	/	<u>3</u>

\$50

g. Cell Phones - 9 days

Units	x	Rate	/	Entities
<u>1</u>	x	<u>\$27</u>	/	<u>3</u>

\$9

Attachment C

Election Day

h. Election Day supply kits	<u>1</u> x <u>\$35</u> /	<u>1</u>	<u>1</u>	<u>\$35</u>	
h. Election Day supply kits	<u>11</u> x <u>\$35</u> /	<u>2</u>	<u>2</u>	<u>\$193</u>	
h. Election Day supply kits	<u>3</u> x <u>\$35</u> /	<u>3</u>	<u>3</u>	<u>\$35</u>	
i. Election Day JBCs	<u>1</u> x <u>\$125</u> /	<u>1</u>	<u>1</u>	<u>\$125</u>	
i. Election Day JBCs	<u>11</u> x <u>\$125</u> /	<u>2</u>	<u>2</u>	<u>\$688</u>	
i. Election Day JBCs	<u>3</u> x <u>\$125</u> /	<u>3</u>	<u>3</u>	<u>\$125</u>	
k. Election Day DAUs	<u>1</u> x <u>\$150</u> /	<u>1</u>	<u>1</u>	<u>\$150</u>	
k. Election Day DAUs	<u>11</u> x <u>\$150</u> /	<u>2</u>	<u>2</u>	<u>\$825</u>	
k. Election Day DAUs	<u>3</u> x <u>\$150</u> /	<u>3</u>	<u>3</u>	<u>\$150</u>	
l. Election Day laptop PC's	<u>1</u> x <u>\$125</u> /	<u>1</u>	<u>1</u>	<u>\$125</u>	
l. Election Day laptop PC's	<u>11</u> x <u>\$125</u> /	<u>2</u>	<u>2</u>	<u>\$688</u>	
l. Election Day laptop PC's	<u>3</u> x <u>\$125</u> /	<u>3</u>	<u>3</u>	<u>\$125</u>	
m. Election Day label printers	<u>1</u> x <u>\$25</u> /	<u>1</u>	<u>1</u>	<u>\$25</u>	
m. Election Day label printers	<u>11</u> x <u>\$25</u> /	<u>2</u>	<u>2</u>	<u>\$128</u>	
m. Election Day label printers	<u>3</u> x <u>\$25</u> /	<u>3</u>	<u>3</u>	<u>\$25</u>	
	Units - Free	x	Rate	/	Entities
n. Election Day eSlates	<u>(4-2)</u>	<u>2</u> x	<u>\$125</u> /	<u>1</u>	<u>\$250</u>
n. Election Day eSlates	<u>(55-0)</u>	<u>55</u> x	<u>\$125</u> /	<u>2</u>	<u>\$3,438</u>
n. Election Day eSlates	<u>(15-0)</u>	<u>15</u> x	<u>\$125</u> /	<u>3</u>	<u>\$625</u>
o. Election Day Cell Phones	<u>1</u> x	<u>\$5</u> /	<u>1</u>	<u>\$5</u>	
o. Election Day Cell Phones	<u>11</u> x	<u>\$5</u> /	<u>2</u>	<u>\$28</u>	
o. Election Day Cell Phones	<u>3</u> x	<u>\$5</u> /	<u>3</u>	<u>\$5</u>	

5. Preparation and transportation of voting equipment & supplies

\$300

\$200

\$100

Actual

\$450

\$300

\$200

\$600

\$0

\$0

Actual

\$1,676

\$18,434

ATTACHMENT D

May 14, 2011 polling places for the City of Missouri City Election. Polls will be open 7:00 A.M. until 7:00 P.M.

<u>Precinct</u>	<u>Polling Place & Address</u>
2028, 2078(p)	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 77459
2059, 2071 2075	Missouri City Community Center 1522 Texas Parkway Missouri City, TX 77459
2061(p), 2108	Elkins High School 7007 Knights Court Missouri City, TX 77459
2077, 2141	Glover Elementary School 1510 Columbia Blue Drive Missouri City 77489
2081 2070(p)	East End Annex Building 303 Texas Parkway Missouri City, TX 77459

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(p) 4127	Lexington Creek Elementary 2335 Dulles Ave Missouri City, TX 77459
4062, 4094	Palmer Elementary 4208 Crow Valley Drive Missouri City, TX 77459
4065(p)	Austin Parkway Elementary 4400 Austin Parkway Sugar Land, TX 77479
MCH 506	Fondren Park Community Center 11804 McLain Boulevard Houston, TX 77071

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 14, 2011 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 (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Needville by the Human Resources Department of the City of Needville.

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 \$3,518. Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,111, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 _____, 2011 been executed on behalf of the City of Needville by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Needville;

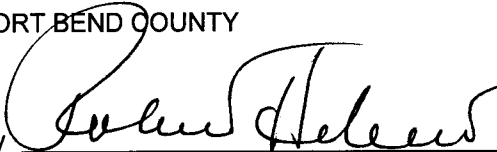
ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY

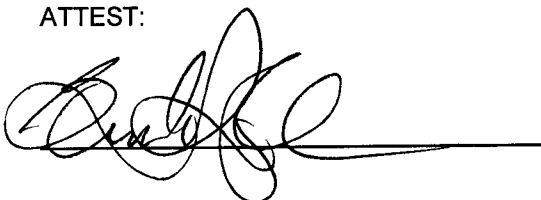
By



Robert E. Hebert, County Judge

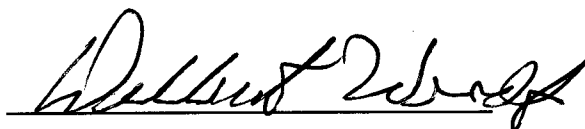


ATTEST:



CITY OF NEEDVILLE

By




CONTRACTING OFFICER

A handwritten signature in black ink, appearing to read 'JOH', followed by a horizontal line.

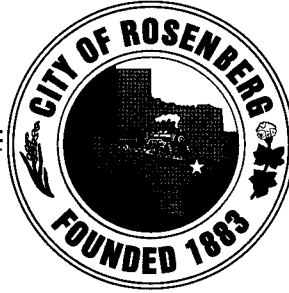
John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

A handwritten signature in black ink, appearing to read 'Mary Reveles', followed by a horizontal line.

Mary Reveles
Assistant County Attorney



February 02, 2011

Mr. John Oldham
Fort Bend County Elections Administrator
4520 Reading Road
Suite A
Rosenberg, TX 77471

Re: 2011 Joint Election Agreement and Contract for Election Services

Dear Mr. Oldham:

Enclosed are duplicate executed originals of the 2011 Joint Election Agreement and Contract for Election Services between the City of Rosenberg and the Fort Bend County Elections for the May 14, 2011 General Election and Runoff, if needed.

After the Commissioner's Court approval and execution, please return one (1) executed original to my attention for the City's file.

Also enclosed is a certified copy of the City of Rosenberg Ordinance No. 2011-03 ordering the May 14, 2011 City election. This ordinance was approved by the City Council of the City of Rosenberg at its February 01, 2011 City Council Meeting.

Please call me if you have any questions and thank you for your assistance.

Sincerely,

Linda Cernosek, TRMC
City Secretary

Enclosures as shown

OFFICE OF THE CITY SECRETARY

2110 Fourth Street*P.O. Box 32*Rosenberg, TX 77471-0032*832.595.3340*Fax 832.595.3333

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 Rosenberg, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 Rosenberg is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers on May 14, 2011.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Rosenberg by the Human Resources Department of the City of Rosenberg.

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.

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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.

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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.

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It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$3,495. Political Subdivision agrees to pay to Fort Bend County a deposit of \$2097., 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 1st day of February, 2011 been executed on behalf of the City of Rosenberg by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Rosenberg;

ATTEST:

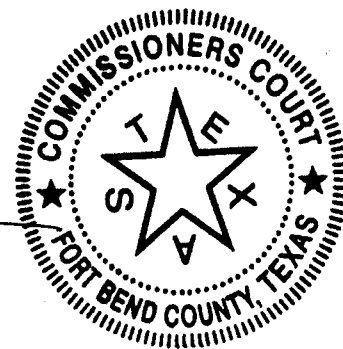


Dianne Wilson, County Clerk


FORT BEND COUNTY

By


Robert E. Hebert, County Judge



ATTEST: CITY OF ROSENBERG

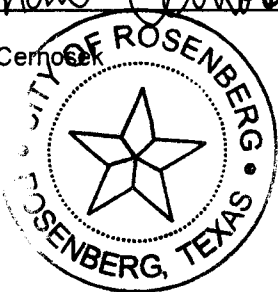


Linda Cernosek

CITY OF ROSENBERG

By


Joe Gurecky



City Secretary

Mayor

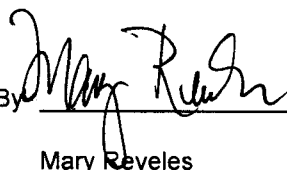
CONTRACTING OFFICER

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "J. Oldham", written over a horizontal line.

John Oldham
Elections Administrator

By

A handwritten signature in black ink, appearing to read "Mary Reveles", written over a horizontal line.

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, Pages 12-13 of Consent Decree.
- A. ☐ Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. ☐ at least 30 days before each election held, provide to the DOJ:
- (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. ☐ Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

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

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

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

Attachment A

changes occasioned by this Decree to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c.

Attachment A

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

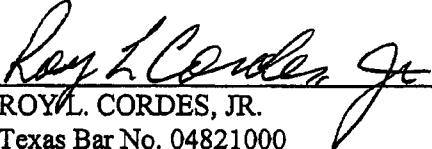
TIM JOHNSON
Acting United States Attorney

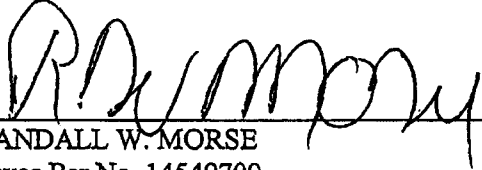
/s Daniel David Hu
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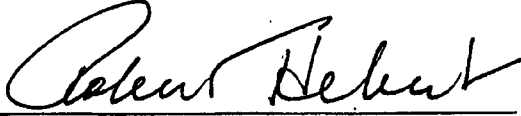

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Chief, Voting Section


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For Defendant:


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

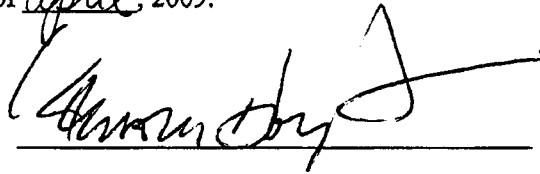

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ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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.

A handwritten signature in black ink, appearing to read "Samuel J. [unclear]", is written over a horizontal line.

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 B

May 14, 2011 Joint Election City of Rosenberg and Lamar Consolidated Independent School District

EARLY VOTING SCHEDULE

Schedule for: Lamar CISD Administration Bldg – 3911 Avenue I, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 – May 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday	May 9, 2011	7:00 a.m. to 7:00 p.m.
Tuesday	May 10, 2011	7:00 a.m. to 7:00 p.m.

ELECTION DAY POLLING LOCATIONS

MAY 14, 2011

7:00 A.M. TO 7:00 P.M

City of Rosenberg City Hall Council Chamber

2110 Fourth Street

Rosenberg, TX 77471

(For All City Positions):

Mayor

Council District At Large Position 1

Council District At Large Position 2

Council District 1

Council District 2

Council District 3

Council District 4

**City of Rosenberg proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election**

A. Statistical Information

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

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u> 3 </u> x	<u> \$10 </u> x		<u> 80 </u> /		<u> 2 </u> \$1,200	<u> </u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u> 1 </u> x	<u> 4 </u> x	<u> 17 </u> x	<u> \$9 </u> /		<u> 2 </u> \$306	<u> </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u> 3 </u>			<u> \$9 </u>		<u> \$27 </u>	<u> </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate <u> \$100 </u>	Actual <u> </u>

Attachment C

4. Election supplies & equipment

Early Voting		Kits	x	Cost	/	Entities	
a.	Early Voting supply kits	<u>1</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$18</u>
		Units	x	Rate	/	Entities	
b.	Early Voting laptop PCs	<u>1</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$63</u>
c.	Early Voting label printers	<u>1</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$13</u>
d.	Early Voting JBCs	<u>1</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$63</u>
e.	Early Voting eSlates	<u>(4 -0)</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$250</u>
f.	Early Voting DAUs	<u>1</u>	x	<u>\$150</u>	/	<u>2</u>	<u>\$75</u>
g.	Cell Phones - 9 days	<u>1</u>	x	<u>\$27</u>	/	<u>2</u>	<u>\$14</u>
		<u> </u>					

Attachment C

Election Day

h. Election Day supply kits	<u>1</u> x <u>\$35</u> / <u>2</u>	2	<u>\$18</u>	<u> </u>
i. Election Day JBCs	<u>1</u> x <u>\$125</u> / <u>2</u>	2	<u>\$63</u>	<u> </u>
k. Election Day DAUs	<u>1</u> x <u>\$150</u> / <u>2</u>	2	<u>\$75</u>	<u> </u>
l. Election Day laptop PC's	<u>1</u> x <u>\$125</u> / <u>2</u>	2	<u>\$63</u>	<u> </u>
m. Election Day label printers	<u>1</u> x <u>\$25</u> / <u>2</u>	2	<u>\$13</u>	<u> </u>
	Units - Free x Rate / Entities			
n. Election Day eSlates	<u>(5-2)</u> <u>3</u> x <u>\$125</u> / <u>2</u>	2	<u>\$188</u>	<u> </u>
o. Election Day Cell Phones	<u>1</u> x <u>\$5</u> / <u>2</u>		<u>\$3</u>	<u> </u>

Attachment C

5.	Preparation and transportation of voting equipment & supplies		
a.	Early Voting & Election Day	<u>\$50</u>	<u> </u>
6	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
a.	Election (number of polling places rented)	<u>\$0</u>	<u> </u>
7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
a.	Election	<u>\$25</u>	<u> </u>
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
a.	General		
	Ballot Layout & Coding	<u>\$350</u>	<u> </u>
	Absentee Ballots - Printed & Mailed @ \$1.00	<u>\$100</u>	<u> </u>
	Mileage reimbursements	<u>\$25</u>	<u> </u>
	Election Day Field Techs & other Temp workers	<u>\$75</u>	<u> </u>
		<u>\$0</u>	<u> </u>
		<u>\$0</u>	<u> </u>
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a.	Election	<u>\$318</u>	<u> </u>
10.	Cost of Joint election	<u>\$3,495</u>	<u> </u>

Attachment D

**May 14, 2011 polling places for the City of Rosenberg Election.
Polls will be open 7:00 A.M. until 7:00 P.M.**

Council Member District 1:

<u>Precinct</u>	<u>Polling Location</u>
1048, 1072	Rosenberg City Hall 2110 Fourth Street Rosenberg, TX 77471

Council Member District 2:

<u>Precinct</u>	<u>Polling Location</u>
1008, 1012, 1015 1039, 1054	Rosenberg City Hall 2110 Fourth Street Rosenberg, TX 77471

Council Member District 3:

<u>Precinct</u>	<u>Polling Location</u>
1016, 1037	Rosenberg City Hall 2110 Fourth Street Rosenberg, TX 77471

Council Member District 4:

<u>Precinct</u>	<u>Polling Location</u>
1007, 1013 1025, 1074	Rosenberg City Hall 2110 Fourth Street Rosenberg, TX 77471

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 Simonton, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011 the City of Simonton is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers and is also holding a special election for the purpose of approving or disapproving the reauthorization of a Municipal Street Tax.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Sugar Land by the Human Resources Department of the City of Sugar Land.

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 \$2,734. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,640, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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:

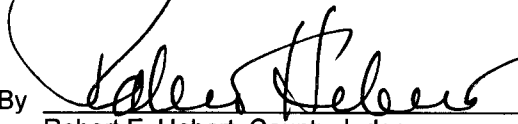
- (1) It has on the 22 day of March, 2011 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2011 been executed on behalf of the City of Simonton by its Presiding Officer or authorized representative, pursuant to an action by the Simonton City Council;

ATTEST:



Dianne Wilson, County Clerk

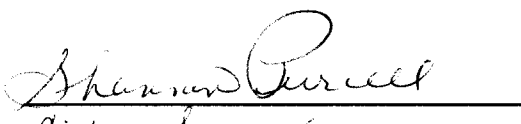
FORT BEND COUNTY

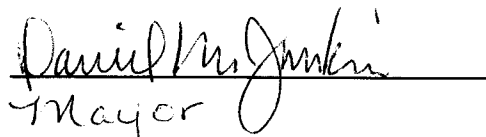
By 
Robert E. Hebert, County Judge



ATTEST:

CITY OF SIMONTON

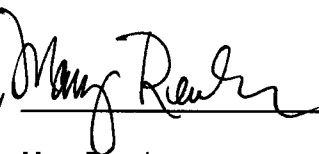

City Secretary

By 
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 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 Sugar Land, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011 the City of Sugar Land is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers and a special election (at the expense of Political Subdivision) for the purpose of approving the adoption of Charter Amendments.

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

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

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

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

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

II. ADMINISTRATION

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

Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Sugar Land by the Human Resources Department of the City of Sugar Land.

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 \$31,191. Political Subdivision agrees to pay to Fort Bend County a deposit of \$18,715, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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:

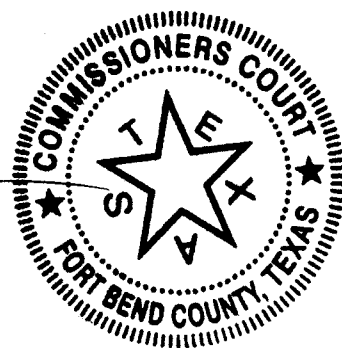
- (1) It has on the 22 day of March, 2011 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 10 day of March, 2011 been executed on behalf of the City of Sugar Land by its Presiding Officer or authorized representative, pursuant to an action by the Sugar Land City Council;

ATTEST:

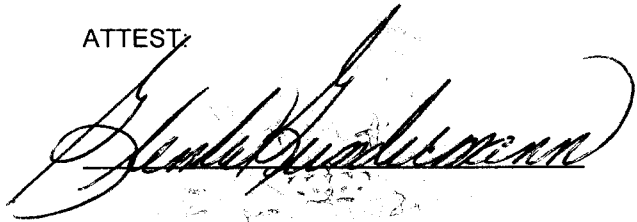
Dianne Wilson
Dianne Wilson, County Clerk

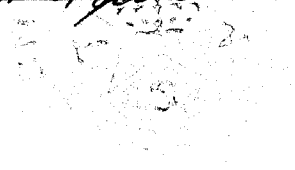
FORT BEND COUNTY

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

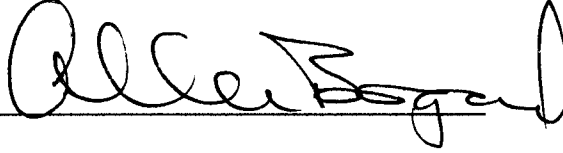


ATTEST






CITY OF SUGAR LAND

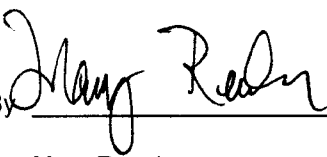
By 

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.	)	CIVIL ACTION NO. 4:09-cv-1058
)	
FORT BEND COUNTY, TEXAS,	)	<u>CONSENT DECREE, JUDGMENT,</u>
	)	<u>and ORDER</u>
Defendant.)	
)	
)	
)	
)	

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
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For Defendant:

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

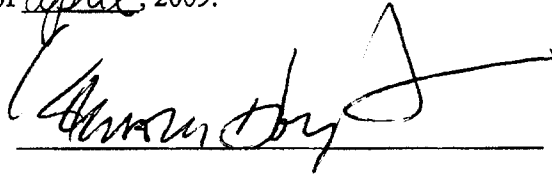
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Texas Bar No. 14549700
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Telephone: (281) 341- 4555
Facsimile: (281) 341- 4557

Robert E. Hebert
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.

A handwritten signature in black ink, appearing to read "A. M. Byrd", is written over a horizontal line.

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, Pages 12-13 of Consent Decree.

- A. ☐ Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. ☐ at least 30 days before each election held, provide to the DOJ:
 - (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. ☐ Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

Attachment B

**Early Voting Schedule - May 14, 2011 Joint Election
Fort Bend ISD, City of Arcola, City of Meadows Place, City of Missouri City,
City of Sugar Land, WCID No. 2**

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	7:00 a.m. to 7:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 7:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 - 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

**City of Sugar Land proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election**

A. Statistical Information

1. Projected voter turnout in election	<u> </u>
2. Number of election day polling places (excluding early voting)	<u>19</u>
3. Number of county designated election precincts	<u> </u>
4. Number of polling places shared with another entity	<u>19</u>
5. Number of public buildings used as polling places	<u>11</u>
6. Number of early voting stations	<u>10</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u>15</u> x	<u>\$10</u>	x	<u>77</u>	/	<u>2</u>	<u>\$5,775</u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>19</u>	<u>4</u> x	<u>17</u> x	<u>\$9</u>	/	<u>2</u>	<u>\$5,814</u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>3</u>			<u>\$9</u>		<u>\$27</u>	<u> </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate <u>\$700</u>	Actual <u> </u>

Attachment C

4. Election supplies & equipment

Early Voting		Kits	x	Cost	/	Entities	
a. Early Voting supply kits		5	x	\$35	/	2	\$88
		Units	x	Rate	/	Entities	
b. Early Voting laptop PCs		5	x	\$125	/	2	\$313
c. Early Voting label printers		5	x	\$25	/	2	\$63
d. Early Voting JBCs		5	x	\$125	/	2	\$313
e. Early Voting eSlates	(6 -0)	25	x	\$125	/	2	\$1,563
f. Early Voting DAUs		5	x	\$150	/	2	\$375
g. Cell Phones - 9 days		5	x	\$27	/	2	\$68

Attachment C

Election Day

h. Election Day supply kits	<u>19</u> x <u>\$35</u> / <u>2</u>	2	<u>\$333</u>	<u> </u>
i. Election Day JBCs	<u>19</u> x <u>\$125</u> / <u>2</u>	2	<u>\$1,188</u>	<u> </u>
k. Election Day DAUs	<u>19</u> x <u>\$150</u> / <u>2</u>	2	<u>\$1,425</u>	<u> </u>
l. Election Day laptop PC's	<u>19</u> x <u>\$125</u> / <u>2</u>	2	<u>\$1,188</u>	<u> </u>
m. Election Day label printers	<u>19</u> x <u>\$25</u> / <u>2</u>	2	<u>\$388</u>	<u> </u>
	Units - Free x Rate / Entities			
n. Election Day eSlates	<u>(5-0)</u> <u>95</u> x <u>\$125</u> / <u>2</u>	2	<u>\$5,938</u>	
o. Election Day Cell Phones	<u>19</u> x <u>\$5</u> / <u>2</u>		<u>\$48</u>	

Attachment C

5.	Preparation and transportation of voting equipment & supplies		
	a. Early Voting & Election Day	<u>\$400</u>	<u> </u>
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
	a. Election (number of polling places rented)	<u>\$400</u>	<u> </u>
7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
	a. Election	<u>\$100</u>	<u> </u>
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	Ballot Layout & Coding	<u>\$450</u>	<u> </u>
	Absentee Ballots -Printed & Mailed @ \$1.00	<u>\$500</u>	<u> </u>
	Mileage reimbursements	<u>\$100</u>	<u> </u>
	Election Day Filed Techs & other Temp workers	<u>\$800</u>	<u> </u>
		<u>\$0</u>	<u> </u>
		<u>\$0</u>	<u> </u>
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	<u>\$2,836</u>	<u> </u>
10.	Cost of Joint election	<u>\$31,193</u>	<u> </u>

ATTACHMENT D

May 14, 2011 polling places for the City of Sugar Land Election. Polls open at 7:00 A.M. and close at 7:00 P.M.

<u>Precinct</u>	<u>Polling Place & Address</u>
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
3053	Barrington Place HOA 13318 Rosstown Ct Sugar Land, TX 77478
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
4046, 4109 4121	Highlands Elementary 2022 Colonist Park Sugar Land, TX 77478

4047, 4084	Colony Meadows Elementary 4510 Sweetwater Blvd Sugar Land, TX 77479
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 77479
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
4026, 4124 4135, 1076(p)	Walker Station Elementary 6200 Homeward Way Blvd Sugar Land, TX 77478
4131	First Colony Conference Center 3232 Austin Parkway Sugar Land, TX 77479

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 Village of Fairchilds, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011, the Village of Fairchilds is holding a general election (at the expense of Political Subdivision) for the purpose of electing municipal officers and a Special Election for the purpose of approving, or disapproving, a 1% Sales and Use Tax.

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

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

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

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

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

II. ADMINISTRATION

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

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

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

If polling places for the May 14, 2011 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 13, 2011 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 14, 2011 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 Village of Fairchilds by the Human Resources Department of the Village of Fairchilds.

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 \$2,856. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1714.00, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 _____, 2011 been executed on behalf of the Village of Fairchilds by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the Village of Fairchilds;

ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY



By Robert E. Hebert, County Judge



ATTEST:

VILLAGE OF FAIRCHILDS

Regina Beck
13

By Richard D. Vant

CONTRACTING OFFICER

APPROVED AS TO FORM:

John Oldham

John Oldham
Elections Administrator

By Mary Reveles

Mary Reveles
Assistant County Attorney

Exhibit B

Early Voting Schedule May 14, 2011 Joint Election Village of Fairchilds, City of Needville & Needville ISD

Schedule for: Old Needville Fire House
3115 Richmond Street
Needville, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2–6, 2011	8:00 a.m. to 5:00 P.M..
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday	May 9, 2011	7:00 a.m. to 7:00 p.m.
Tuesday	May 10, 2011	7:00 a.m. to 7:00 p.m.

**Village of Fairchilds proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 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	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	_____ 3 x	_____ \$10	x	_____ 80	/	_____ 3	_____ \$800
	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 _____ \$100	Actual _____

Attachment C

4. Election supplies & equipment

Early Voting	Kits	x	Cost	/	Entities	
a. Early Voting supply kits	<u>1</u>	x	<u>\$35</u>	/	<u>3</u>	<u>\$12</u>
	Units	x	Rate	/	Entities	
b. Early Voting laptop PCs	<u>1</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$42</u>
c. Early Voting label printers	<u>1</u>	x	<u>\$25</u>	/	<u>3</u>	<u>\$8</u>
d. Early Voting JBCs	<u>1</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$42</u>
e. Early Voting eSlates	<u>(4 -0)</u>	<u>4</u>	<u>x</u>	<u>\$125</u>	<u>/</u>	<u>3</u>
						<u>\$167</u>
f. Early Voting DAUs	<u>1</u>	x	<u>\$150</u>	/	<u>3</u>	<u>\$50</u>
g. Cell Phones - 9 days	<u>1</u>	x	<u>\$27</u>	/	<u>3</u>	<u>\$9</u>
	<u> </u>					

Attachment C

Election Day

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

5. Preparation and transportation of voting equipment & supplies

a. Early Voting & Election Day

- a. Election (number of polling places rented)

- a. Election

- Actual

-

- Actual

ATTACHMENT D

**May 14, 2011 polling place for the Village of Fairchilds Election.
Polls will be open from 7:00 A.M. until 7:00 P.M.**

<u>Precinct</u>	<u>Polling Place & Address</u>
1018(p) 10259p)	Old Needville Fire House 3115 Richmond Street Needville, TX

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 No. 2, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 Water Control and Improvement District No. 2 is holding a special election (at the expense of Political Subdivision) on May 14, 2011 to approve or disapprove the issuance of bonds.

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

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

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

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

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

II. ADMINISTRATION

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

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

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI 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 D 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 14, 2011 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 13, 2011 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 14, 2011 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 Fort Bend County Water Control and Improvement District by the Board of Directors of the District.

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

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

X. RUNOFF ELECTION

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

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

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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 \$6,420. Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,852, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 _____, 2011 been executed on behalf of the _____ by its Presiding Officer or authorized representative, pursuant to an action by the Directors of Fort Bend County Water Control and Improvement District No 2;

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert

Robert E. Hebert, County Judge



ATTEST:

WCID # 2

Martin Saldaña

By

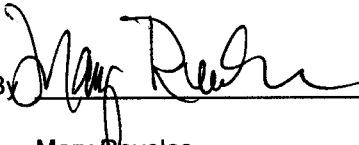
Jan K. Williams

CONTRACTING OFFICER

A handwritten signature in cursive script, appearing to read 'J. Oldham', written over a horizontal line.

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

A handwritten signature in cursive script, appearing to read 'Mary Reveles', written over a horizontal line. The word 'By' is printed to the left of the signature.

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 Levee Improvement District No. 10, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 14, 2011 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 14, 2011 the Fort bend County Levee Improvement District No. 10 is holding a special election (at the expense of Political Subdivision) for the purpose of approving, or disapproving, Park Bonds and/or Levee Improvement Bonds and Maintenance Tax Election.

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

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

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

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

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

II. ADMINISTRATION

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

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

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

If polling places for the May 14, 2011 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 13, 2011 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 14, 2011 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.

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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 \$2,716. Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,630, 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 14, 2011 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

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 60th day (March 15, 2011) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 18, 2011) that the Elections Office may impose 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 51st day before Election Day (March 25, 2011), 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 22 day of March, 2011 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 2nd day of March, 2011 been executed on behalf of the Fort bend County Levee Improvement District by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of LID No. 10.;

ATTEST:

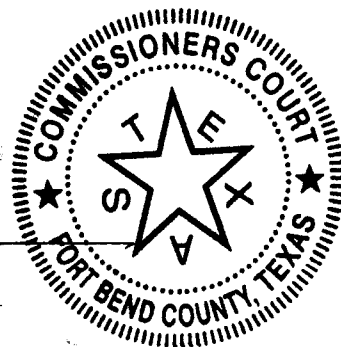


Dianne Wilson, County Clerk

FORT BEND COUNTY


By


Robert E. Hebert, County Judge




ATTEST:

FORT BEND COUNTY LID No. 10


Rodney Vannerson
Secretary

By



Don Burns
President

CONTRACTING OFFICER

APPROVED AS TO FORM:



John Oldham
Elections Administrator

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, Pages 12-13 of Consent Decree.

- A. ☐ Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request
- B. ☐ at least 30 days before each election held, provide to the DOJ:
 - (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.
- C. ☐ Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

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

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

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
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For Defendant:

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

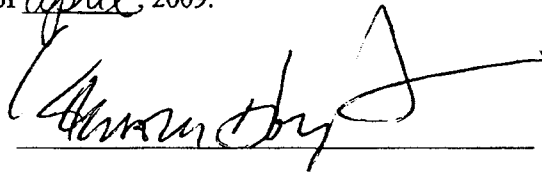
Randall W. Morse
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Facsimile: (281) 341- 4557

Robert E. Hebert
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.

A handwritten signature in black ink, appearing to read "A. M. By", is written over a horizontal line.

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.

**Lamar Consolidated Independent School District
City of Beasley, City of Fulshear, City of Kendleton,
City of Rosenberg, City of Simonton, WCID # 3 & FB LID 10
May 14, 2011 Joint Election**

Early Voting Schedule

Schedule for: Lamar CISD Administration Bldg. - 3911 Avenue I, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 – 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 – 6, 2011	8:00 a.m. to 5:00 p.m.
Saturday	May 7, 2011	8:00 a.m. to 5:00 p.m.
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Beasley City Hall - 7511 Avenue J, Beasley, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	May 2 – 6, 2011	9:00 a.m. to 3:00 p.m.
Saturday	May 7, 2011	CLOSED
Sunday	May 8, 2011	CLOSED
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

BRANCH EARLY VOTING

Austin Elementary School - 1630 Pitts Roads, Richmond, TX
Dickinson Elementary School - 7110 Greatwood Pkwy, Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday - Tuesday	May 9 - 10, 2011	7:00 a.m. to 7:00 p.m.

**Fort Bend County LID 10 proposed Election Services Contract
Estimate for the conduct of the May 14, 2011 Joint Election**

A. Statistical Information

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

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u> 3 </u> x	<u> \$10 </u> x		<u> 80 </u> /		<u> 3 </u> \$800	<u> </u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u> 1 </u> x	<u> 4 </u> x	<u> 17 </u> x	<u> \$9 </u> /		<u> 2 </u> \$306	<u> </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u> 3 </u>			<u> \$9 </u>		<u> \$27 </u>	<u> </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						Estimate <u> \$100 </u>	Actual <u> </u>

Attachment C

4. Election supplies & equipment

Early Voting		Kits	x	Cost	/	Entities	
a. Early Voting supply kits		<u>1</u>	x	<u>\$35</u>	/	<u>3</u>	<u>\$12</u>
		Units	x	Rate	/	Entities	
b. Early Voting laptop PCs		<u>1</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$42</u>
c. Early Voting label printers		<u>1</u>	x	<u>\$25</u>	/	<u>3</u>	<u>\$8</u>
d. Early Voting JBCs		<u>1</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$42</u>
e. Early Voting eSlates	(4 -0)	<u>4</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$167</u>
f. Early Voting DAUs		<u>1</u>	x	<u>\$150</u>	/	<u>3</u>	<u>\$50</u>
g. Cell Phones - 9 days		<u>1</u>	x	<u>\$27</u>	/	<u>3</u>	<u>\$9</u>
		<u> </u>					

Attachment C

Election Day

h. Election Day supply kits	<u>1</u> x <u>\$35</u> / <u>2</u>	2 <u>\$18</u>	<u> </u>
i. Election Day JBCs	<u>1</u> x <u>\$125</u> / <u>2</u>	2 <u>\$63</u>	<u> </u>
k. Election Day DAUs	<u>1</u> x <u>\$150</u> / <u>2</u>	2 <u>\$75</u>	<u> </u>
l. Election Day laptop PC's	<u>1</u> x <u>\$125</u> / <u>2</u>	2 <u>\$63</u>	
m. Election Day label printers	<u>1</u> x <u>\$25</u> / <u>2</u>	2 <u>\$13</u>	
	Units - Free x Rate / Entities		
n. Election Day eSlates	<u>(5-2)</u> <u>3</u> x <u>\$125</u> / <u>2</u>	2 <u>\$188</u>	
o. Election Day Cell Phones	<u>1</u> x <u>\$5</u> / <u>2</u>	<u>\$3</u>	

5. Preparation and transportation of voting equipment & supplies

\$50

(TEC § 43.031, 43.033)

\$0

(TEC § 127.096(a))

\$25

Estimate

Actual

Ballot Layout & Coding

Absentee Ballots -Printed & Mailed @ \$1.00

\$300

Mileage reimbursements

\$50

Election Day Filed Techs & other Temp workers

\$75

\$0

\$0

Estimate

Actual

(TEC § 31.100(d))

a. Election

\$247

\$2,716

ATTACHMENT D

May 14, 2011 polling place for the Fort bend County Levee Improvement District No. 10 election. Polls will be open from 7:00 A.M. until 7:00 P.M.

<u>Precinct</u>	<u>Polling Place & Address</u>
1076(p)	Williams Elementary School 5111 FM 762 Richmond, TX