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THE STATE OF TEXAS

COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Houston, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 8, 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 Houston is holding a general election (at the expense of Political Subdivision) for the purpose of electing Municipal Officers on November 8, 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 November 8, 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 November 7, 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 November 8, 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 Houston by the Human Resources Department of the City Houston.

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 \$23,301.00. Political Subdivision agrees to pay to Fort Bend County a deposit of \$13,980.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 8, 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. LIMIT OF APPROPRIATION

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

(2) In order to comply with Article II, Sections 19 and 19a of the City of Houston's Charter and Article XI, Section 5 of the Texas Constitution, the Political Subdivision has appropriated and allocated the sum of **\$23,301.00** to pay money due under this agreement (the "Original Allocation"). The executive and legislative officers of the Political Subdivision, in their discretion, may allocate supplemental funds for this agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

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

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

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

\$ _____

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

XVIII. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that if the ballot details are not provided to the Elections Office by the 52nd day before the election (September 16, 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 50th day before Election Day (September 19, 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 27 day of September, 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 Houston by its Mayor or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

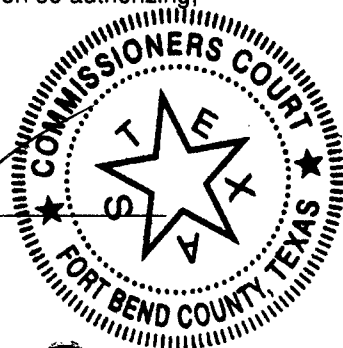
ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

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



ATTEST:

Erin Russell

Erin Russell
City Secretary

CITY OF HOUSTON, TEXAS

By *Arnie D. Parker*
Arnie D. Parker
Mayor

COUNTERSIGNED BY:

Ronald C. Grew
Ronald C. Grew
City Controller

Date Countersigned:

9-13-11

CONTRACTING OFFICER:

John Oldham
John Oldham
Elections Administrator

APPROVED AS TO FORM:

By *Mary Reveles*
Mary Reveles
Assistant County Attorney

By: *Lara P. Nguyen*
Lara P. Nguyen
Sr. Assistant City Attorney
L.D. File No. 0231100018001
LPN\20154

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,) **CONSENT DECREE, JUDGMENT,**
) **and ORDER**
 Defendant.)
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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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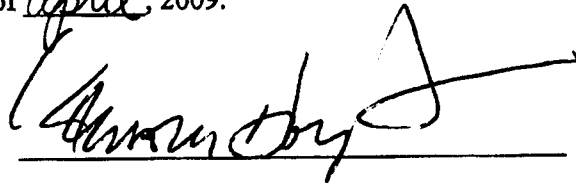
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Robert E. Hebert
ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

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]", 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

**Fort Bend County Early Voting Schedule
November 8, 2011 Election**

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
 Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 24 – 28, 2011	8:00 a.m. to 5:00 p.m.
Saturday	October 29, 2011	8:00 a.m. to 5:00 p.m.
Sunday	October 30, 2011	CLOSED
Monday – Wednesday	October 31 – November 2, 2011	8:00 a.m. to 5:00 p.m.
Thursday – Friday	November 3 – 4, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 24 – 28, 2011	10:00 a.m. to 7:00 p.m.
Saturday	October 29, 2011	8:00 a.m. to 5:00 p.m.
Sunday	October 30, 2011	CLOSED
Monday – Wednesday	October 31 – November 2, 2011	10:00 a.m. to 7:00 p.m.
Thursday – Friday	November 3 – 4, 2011	7:00 a.m. to 7:00 p.m.

**City of Houston Proposed Election Services Contract
Estimate for the conduct of the November 8, 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> 11</u>
3. Number of county designated election precincts	<u> </u>
4. Number of polling places shared with another entity	<u> 11</u>
5. Number of public buildings used as polling places	<u> 5</u>
6. Number of early voting stations	<u> 2</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>8</u> x	<u>\$10</u> x	<u>130</u> /	<u>2</u>	<u>\$5,200</u>		
	Locations x	Clerks x	Hours x	Rate /	Entities		
b. Election day judges / clerks	<u>11</u> x	<u>5</u> x	<u>17</u> x	<u>\$9</u> /	<u>2</u>	<u>\$4,208</u>	<u> </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>6</u>		<u>\$9</u>		<u>\$54</u>		
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						<u>Estimate</u> <u>\$900</u>	<u>Actual</u> <u>\$0.00</u>
4. Election supplies & equipment							
Early Voting	Kits x	Cost /	Entities				
a. Early Voting supply kits	<u>2</u> x	<u>\$35</u> /	<u>2</u>	<u>\$35</u>			
	Units x	Rate /	Entities				
b. Early Voting laptop PCs	<u>2</u> x	<u>\$125</u> /	<u>2</u>	<u>\$125</u>			
c. Early Voting label printers	<u>2</u> x	<u>\$25</u> /	<u>2</u>	<u>\$25</u>			
d. Early Voting JBCs	<u>2</u> x	<u>\$125</u> /	<u>2</u>	<u>\$125</u>			
e. Early Voting eSlates	<u>(12 -0)</u>	<u>12</u> x	<u>\$125</u> /	<u>2</u>	<u>\$750</u>		
f. Early Voting DAUs	<u>2</u> x	<u>\$150</u> /	<u>2</u>	<u>\$150</u>			
g. Cell Phones - 2 weeks	<u>2</u> x	<u>\$45</u> /	<u>2</u>	<u>\$45</u>			

Attachment C

Election Day					
h. Election Day supply kits	<u>11</u> x <u>\$35</u> /	<u>2</u>		<u>\$193</u>	
i. Election Day JBCs	<u>11</u> x <u>\$125</u> /	<u>2</u>		<u>\$688</u>	
k. Election Day DAUs	<u>11</u> x <u>\$150</u> /	<u>2</u>		<u>\$825</u>	
l. Election Day laptop PC's	<u>11</u> x <u>\$125</u> /	<u>2</u>		<u>\$688</u>	
m. Election Day label printers	<u>11</u> x <u>\$25</u> /	<u>2</u>		<u>\$263</u>	
	Units - Free x Rate /	Entities			
n. Election Day eSlates	<u>(60-2)</u> <u>58</u> x <u>\$125</u> /	<u>2</u>		<u>\$3,625</u>	
o. Election Day Cell Phones	<u>11</u> x <u>\$7</u> /	<u>2</u>		<u>\$39</u>	
5. Preparation and transportation of voting equipment & supplies					
a. Early Voting & Election Day				<u>\$400</u>	
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a. Election (number of polling places rented)				<u>\$1,000</u>	
7. Publication of electronic voting system notices) (TEC § 127.096(a))					
a. Election				<u>\$45</u>	<u>\$0.00</u>
8. Miscellaneous election expenses (itemize)				Estimate	Actual
a. General					
Ballot Layout & Coding				<u>\$600</u>	
Absentee Ballots -Printed & Mailed @ \$1.00				<u>\$500</u>	
Mileage reimbursements				<u>\$300</u>	
Election Day Field Techs				<u>\$400</u>	
				<u>\$0</u>	
				<u>\$0</u>	
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))				Estimate	Actual
a. Election				<u>\$2,118</u>	
10. Cost of Joint election				<u>\$23,301</u>	

Attachment D

List of Polling Locations for November 8 2011 General Election

Hours will be 7:00 AM to 7:00 PM

PRECINCT	INCL PCT	POLLING PLACE LOCATION	ADDRESS	CITY	ZIP
2017		Briargate Elementary School	15817 Blue Ridge Rd	MISSOURI CITY	77489
2023		Ridgemont Elementary School	4910 Raven Ridge Rd	HOUSTON	77053
2031		Ridgegate Elementary School	6015 West Ridgecreek Dr	HOUSTON	77053
2036	2116	Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
2051		Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
2052		Briarchase Missnry Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
2055		Willowridge High School	16301 Chimney Rock Rd	HOUSTON	77053
2056		Mayfair Park Civic Center	6006 Arthington Ave	HOUSTON	77053
2116		Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
2123		Blue Ridge Elementary School	6241 McHard Road	HOUSTON	77053
3004		McMeans Junior High	21000 Westheimer Pkwy	KATY	77450
3032	3086, 3098	Townewest Town Hall	10322 Old Towne Ln	SUGAR LAND	77478
3038		Seven Lakes High School	9251 S Fry Rd	KATY	77494
3043		Southwest Calvary Bapt Church	12910 West Belfort Dr	HOUSTON	77099
3095		Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND	77469
3099		Mission Glen Elementary School	16053 Mission Glen Dr	HOUSTON	77083
3101		George Bush High School	6707 FM 1464	RICHMOND	77469
3130		Cinco Ranch High Sch 9th Grad Ct	23440 Cinco Ranch Blvd	KATY	77494
3132	3133	Roosevelt Alexander Elementary Sch	6161 S. Fry Rd	KATY	77494
4126		Garcia Middle School	18550 Old Richmond Road	SUGAR LAND	77478
20 Polling Locations					

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 November 8, 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 special election on November 8, 2011 (at the expense of Political Subdivision) for the purpose of approving, or disapproving 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 November 8, 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 November 7, 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 November 8, 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 as determined by the Human Resources Department of Lamar CISD.

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 \$25,185. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$15,111, 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 November 8, 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 (September 9, 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 (September 12, 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 50st day before Election Day (September 19, 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:

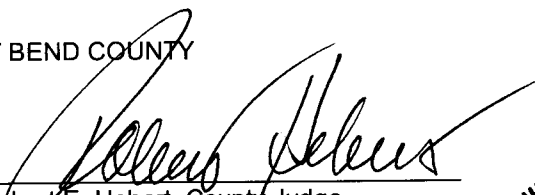
- (1) It has on the 27 day of September, 2011 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2011 been executed on behalf of the Lamar CISD by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of Lamar Consolidated Independent School District;

ATTEST:



 Dianne Wilson, County Clerk

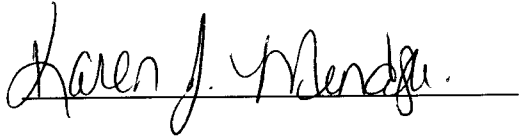
FORT BEND COUNTY

By 

 Robert E. Hebert, County Judge



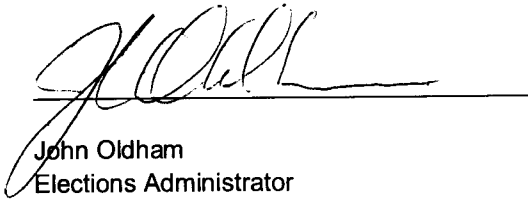
ATTEST:



LAMAR CISD

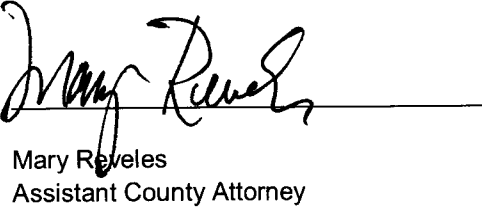
By 

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 Willow Fork Drainage District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 8, 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 Willow Fork Drainage District is holding a special election (at the expense of Political Subdivision) for the purpose of approving, or disapproving a park bond..

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 November 8, 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 November 7, 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 November 8, 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 Willow Fork Drainage District by 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 \$5,825. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,495, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 8, 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 (September 9, 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 (September 12, 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 50st day before Election Day (September 19, 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 4 day of OCTOBER, 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 September, 2011 been executed on behalf of the Willow Fork Drainage District by its Presiding Officer or authorized representative, pursuant to an action by the President and Asst. Secretary;

ATTEST:

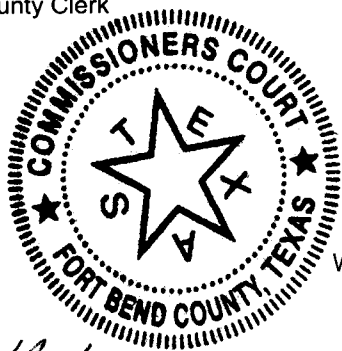
FORT BEND COUNTY

Dianne Wilson

By *Robert E. Hebert*

Dianne Wilson, County Clerk

Robert E. Hebert, County Judge
Approved by Commissioner Court on
September 27, 2011



ATTEST:

WILLOW FORK DRAINAGE DISTRICT

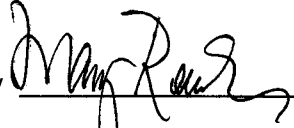
Amberley

By *R. N. N.*

CONTRACTING OFFICER

APPROVED AS TO FORM:



By 

John Oldham
Elections Administrator

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 Municipal Utility District No. 25, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 8, 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 MUD No. 25 is holding a special election on November 8, 2011 (at the expense of Political Subdivision) for the purpose of approving, or disapproving, 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 November 8, 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 November 7, 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 November 8, 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 MUD # 25 by 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 \$3,051. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,830, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 8, 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 (September 9, 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 (September 12, 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 50th day before Election Day (September 19, 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 27 day of September, 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 9th day of September, 2011 been executed on behalf of the Fort bend County Municipal Utility District No. 25 by its Presiding Officer or authorized representative, pursuant to an action by the Board of Directors of MUD 25.

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert

Robert E. Hebert, County Judge



ATTEST:

Joseph Wallace

FORT BEND COUNTY MUD NO. 25

By

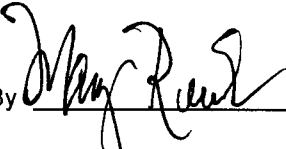
[Signature]

CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

NOTICE OF APPOINTED AGENT

TO THE DULY QUALIFIED RESIDENT VOTERS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS:

Notice is hereby given in accordance with Section 31.123, Texas Election Code, as amended, that the Board of Directors of Fort Bend County Municipal Utility District No. 25 has appointed the following person as its agent to perform election duties for the Bond Election to be held within and for Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas, on November 8, 2011:

Agent's Name: Debbie Russell

Office Location: Sechrist • Duckers LLP
770 South Post Oak Lane, Suite 410
Houston, Texas 77056

Office Hours: 8:30 a.m. - 5:00 p.m., Monday through Friday

Duration of appointment: August 12, 2011, until a successor agent is appointed in connection with the calling of a subsequent election by the District.

BY ORDER OF THE BOARD OF DIRECTORS.

THIS NOTICE MUST REMAIN CONTINUOUSLY POSTED UNTIL DECEMBER 19, 2011.

AVISO DE AGENTE NOMINADO

A LOS VOTANTES RESIDENTES DEBIDAMENTE HABILITADOS DEL FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS:

Mediante el presente aviso se informa de acuerdo con la sección 31.123, del código de elecciones de Texas, según enmendado, que la Junta Directiva de Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas, ha nominado a la siguiente persona como su agente para efectuar funciones de elección para la elección de bono que se celebrarán dentro y para Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas, el 8 de noviembre de 2011:

Nombre del Agente: Debbie Russell

Dirección: Sechrist • Duckers LLP
770 South Post Oak Lane, Suite 410
Houston, Texas 77056

Horas de Oficina: 8:30 a.m. - 5:00 p.m., de lunes a viernes

Duración de término: El 12 de agosto de 2011, hasta que un agente sucesor sea nominado en conexión con el llamado de una elección subsiguiente por el Distrito.

POR ORDEN DE LA JUNTA DIRECTIVA.

ESTE AVISO DEBE PERMANECER CONTINUAMENTE PUBLICADO HASTA DICIEMBRE 19, 2011.

NOTICE OF BOND ELECTION

TO: THE DULY QUALIFIED RESIDENT ELECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that an election will be held on November 8, 2011, between the hours of 7:00 a.m. and 7:00 p.m., at the location set forth on **Attachment "A"** for Fort Bend County Municipal Utility District No. 25, of Fort Bend County, Texas (the "District").

The Board of Directors of the District (the "Board") has found and determined that it is necessary and in the best interest of the District to issue bonds of the District in order to carry out the purposes for which the District is organized and to make or acquire a waterworks, sanitary sewer, drainage and storm sewer system and recreational facilities with the proceeds of said bonds. There has been filed with the District, open to inspection by the public, and engineer's report covering the works, improvements, facilities, plants, equipment and appliances to be purchased, acquired and constructed by the District and the property, contract rights, rights of use and interests in property to be purchased or acquired as well as the estimated cost of all the foregoing, together with maps, plats, profiles and data showing and explaining the report, and the report has been carefully considered by the Board and has been fully approved by the Board. The engineer's report heretofore filed and approved contains an estimate of the cost of the purchase, acquisition and construction of the proposed works, improvements, facilities, plants, equipment and appliances and an estimate of the District's cost due or to become due under contracts and the cost of purchasing and/or acquiring such property, contract rights, rights of use, and interests in property, and expenses incident thereto, as follows:

ESTIMATE OF PROBABLE UTILITY AND ADDITIONAL BOND ISSUANCE COSTS

I.	<u>Design, Construction, Purchase and Acquisition Costs</u>		
A.	SCADA Improvements	\$	300,000
B.	Sanitary Sewer Rehabilitation	\$	3,000,000
C.	Reuse Line Distribution	\$	5,000,000
D.	Water Line Replacement	\$	4,800,000
E.	Meter Upgrade	\$	1,000,000
F.	Water Valve Replacement	\$	2,500,000
G.	Detention Pond Stabilization	\$	1,500,000
H.	Water Plant Projects	\$	1,250,000
I.	Lift Station Rehabilitation	\$	900,000
J.	Purchase Generators	\$	1,000,000
K.	Electrical Assessment	\$	160,000

L.	Odor Control System	\$	200,000
M.	MS4 Update	\$	50,000
	Subtotal	\$	21,660,000
N.	Contingencies, Engineering and Surveying	\$	5,391,860
	Total Estimated Design, Construction, Purchase and Acquisition Costs	\$	27,051,860
II.	Incidental Expenses		
1.	Legal Expenses	\$	450,000
2.	Fiscal Agent Expenses	\$	600,000
3.	Bond Discount	\$	900,000
4.	Administration, Organization and Issuance Expenses	\$	493,000
5.	TCEQ Bond Issuance Fee	\$	75,000
6.	Attorney General Fee	\$	30,000
7.	Bond Application Report	\$	400,000
	Total Estimated Incidental Expenses	\$	2,948,140
	Total Utility and Additional Bond Issuance Costs	\$	30,000,000

The Board of Directors of the District also has found and determined that it is necessary and in the best interest of the District to issue bonds of the District in order to design, construct, purchase, acquire and maintain recreational facilities with the proceeds of said bonds. There has been filed with the District, open to inspection by the public, a park plan covering the land, improvements, facilities and equipment to be purchased or constructed by the District, as well as the estimated cost of all of the foregoing, together with maps, plats, drawings and data fully showing and explaining the park plan and the estimated cost of the proposed recreational facilities is as follows:

ESTIMATE OF PROBABLE RECREATIONAL FACILITY BONDS

A.	Improvement of Existing Parks	\$	387,000
B.	Development of Existing Vacant Park Lands	\$	180,000
C.	Development of Trails System	\$	1,576,000
D.	Corridor Enhancement	\$	2,664,000
E.	Acquisition and Development	\$	11,543,000
	Subtotal	\$	16,350,000
	Contingencies @ 10%	\$	1,635,000
	Design and Engineering Costs (11.20%)	\$	2,015,000
	Total Recreational Facility Bonds	\$	20,000,000

The Board has found that the above estimate of \$20,000,000 for costs of recreational facilities is reasonable and proper and has approved same and all items thereof.

The Board has determined that a special election shall be held at which the following proposition shall be submitted:

PROPOSITION I

SHALL THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS, BE AUTHORIZED TO ISSUE THE BONDS OF SAID DISTRICT IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF \$30,000,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS ARE FIXED BY SAID BOARD OVER A PERIOD OR PERIODS NOT EXCEEDING FORTY (40) YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES, AND TO SELL SAID BONDS AT ANY PRICE OR PRICES, PROVIDED THAT THE NET EFFECTIVE INTEREST RATE ON ANY ISSUE OR ISSUES OF SAID BONDS SHALL NOT EXCEED THE MAXIMUM LEGAL LIMIT IN EFFECT AT THE TIME OF ISSUANCE OF EACH ISSUE OF SAID BONDS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF SAID DISTRICT, FOR THE PURPOSE OR PURPOSES OF PURCHASING, CONSTRUCTING, ACQUIRING, OWNING, OPERATING, MAINTAINING, REPAIRING, IMPROVING OR EXTENDING A WATERWORKS SYSTEM, A SANITARY SEWER SYSTEM AND A DRAINAGE AND STORM SEWER SYSTEM, INCLUDING, BUT NOT LIMITED TO, ALL ADDITIONS TO SUCH SYSTEMS, ALL WORKS, IMPROVEMENTS, FACILITIES, PLANTS, EQUIPMENT, APPLIANCES INTERESTS IN PROPERTY AND REGIONAL, REGULATORY OR JOINT USE PARTICIPATION RIGHTS OR CONTRACT RIGHTS NEEDED THEREFOR, AND ADMINISTRATIVE FACILITIES NEEDED IN CONNECTION THEREWITH, AND TO PROVIDE FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS BY THE LEVY AND COLLECTION ANNUALLY OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN SAID DISTRICT, ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS; SAID BONDS, IF APPROVED, TO BE AUTHORIZED IN ADDITION TO THE DISTRICT'S VOTED BUT UNISSUED BONDS AUTHORIZED AT THE DISTRICT'S BOND ELECTION HELD SEPTEMBER 10, 2005?

PROPOSITION II

SHALL THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS, BE AUTHORIZED TO ISSUE THE BONDS OF SAID DISTRICT IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF \$20,000,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS ARE FIXED BY SAID BOARD OVER A PERIOD OR PERIODS NOT EXCEEDING FORTY (40) YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES, AND TO SELL SAID BONDS AT ANY PRICE OR PRICES, PROVIDED THAT THE NET EFFECTIVE INTEREST RATE ON ANY ISSUE OR ISSUES OF SAID BONDS SHALL NOT EXCEED THE MAXIMUM LEGAL LIMIT IN EFFECT AT THE TIME OF ISSUANCE OF EACH ISSUE OF SAID BONDS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF SAID DISTRICT, FOR THE PURPOSE OR PURPOSES OF PURCHASING, CONSTRUCTING, ACQUIRING, OWNING, OPERATING, MAINTAINING, REPAIRING, IMPROVING OR EXTENDING PARK AND RECREATIONAL FACILITIES AND AMENITIES AND ALL ADMINISTRATIVE

FACILITIES NEEDED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, ALL ADDITIONS AND EXPENSES RELATED THERETO, ALL WORKS, IMPROVEMENTS, FACILITIES, PLANTS, EQUIPMENT, APPLIANCES, INTERESTS IN PROPERTY AND REGIONAL, REGULATORY OR JOINT USE PARTICIPATION RIGHTS OR CONTRACT RIGHTS NEEDED THEREFOR, AND TO PROVIDE FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS BY THE LEVY AND COLLECTION ANNUALLY OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN SAID DISTRICT, ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS?

The boundaries of the District have been established as and shall constitute one election precinct for purposes of the election.

The election is being held pursuant to an Order adopted by the Board of Directors of the District on August 12, 2011, a copy of which is available in the office of the District at Sechrist • Duckers LLP, 770 South Post Oak Lane, Suite 410, Houston, Texas 77056.

The officers of said election will be appointed by John Oldham, the Elections Administrator of Fort Bend County, Texas, and Mr. Oldham will serve as the Early Voting Clerk.

Early voting by personal appearance shall be conducted at the times and locations indicated on **Attachment "B"** on each day from October 24, 2011, through November 4, 2011, which is not a Sunday or official State holiday. The early voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is 301 Jackson Street, Richmond, Fort Bend County, Texas 77469.

Oral assistance in Spanish is available by contacting the presiding judge or the early voting clerk.

BY ORDER OF THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25, OF FORT BEND COUNTY, TEXAS

THIS NOTICE MUST REMAIN CONTINUOUSLY POSTED UNTIL NOVEMBER 9, 2011, PURSUANT TO THE REQUIREMENTS OF SECTION 4.003(A) OF THE TEXAS ELECTION CODE.

ATTACHMENT A

November 8, 2011 polling place for the Fort Bend County Municipal Utility District No. 25 election. Polls will be open from 7:00 A.M. until 7:00 P.M.

<u>Precinct</u>	<u>Polling Place & Address</u>
4045	Garcia Middle School
4025	18550 Old Richmond Road
4026	Sugar Land, TX 77478

Fort Bend County Early Voting Schedule November 8, 2011 Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
 Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 24 – 28, 2011	8:00 a.m. to 5:00 p.m.
Saturday	October 29, 2011	8:00 a.m. to 5:00 p.m.
Sunday	October 30, 2011	CLOSED
Monday – Wednesday	October 31 – November 2, 2011	8:00 a.m. to 5:00 p.m.
Thursday – Friday	November 3 – 4, 2011	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 24 – 28, 2011	10:00 a.m. to 7:00 p.m.
Saturday	October 29, 2011	8:00 a.m. to 5:00 p.m.
Sunday	October 30, 2011	CLOSED
Monday – Wednesday	October 31 – November 2, 2011	10:00 a.m. to 7:00 p.m.
Thursday – Friday	November 3 – 4, 2011	7:00 a.m. to 7:00 p.m.

NOTIFICACION DE LA ELECCION DE BONOS

PARA: LOS ELECTORES RESIDENTES DEBIDAMENTE CALIFICADOS DEL CONDADO MUNICIPAL DE FORT BEND SERVICIOS PUBLICOS NO. 25, DE EL CONDADO FORT BEND, TEXAS, TODA PERSONA INTERESADA:

Se a notificado que una eleccion se llevara a cabo en Noviembre 8, 2011, entre las horas de las 7:00 a.m. y las 7:00 p.m., en el lugar establecido en el Anexo "A" de Fort Bend Distrito del Condado de Servicios Publicos Municipal No. 25, de el Condado de Fort Bend, Texas (el "Distrito").

La Junta Directiva del Distrito (la "Junta") a encontrado y determinado que es necesario y en el mejor interes del Distrito para emitir bonos del Distrito con el fin de llevar a cabo el proposito para cual el Distrito se organice y para hacer o adquirir un abastecimiento de agua, alcantarillo sanitario, drenaje y sistema de aguas pluviales y las instalaciones recreativas con el producto de dicho bonos. Ha sido presentada en el Distrito, inspección abiertos por el public, y el informe tecnico que cubre las obras, mejoras, instalaciones, plantas, la compra de equipos y aparatos, adquiridos y construidos por el Distrito y la propiedad, derechos de contrato, derechos de use sobre bienes que se puede comprar o adquirir, así como el costo estimado de todo el anterior, juntos con mapas, planos, perfiles y datos que muestran y explican en el informe, y el informe a sido considerada cuidadosamente por la Junta y a sido totalmente aprobado por la Junta. El informe del ingeniero hasta ahora presentadas y aprobadas contiene el estimado del costo de la compra, adquisición y construcción de las obras propuestas, mejoras, plantas,

la compra de equipos y aparatos y el estimado de costos debido o que deba pagarse en virtud de contratos del Distrito y el coste de adquisición y/o adquisición de dichos bienes, derechos de contrato, derechos de uso, y interes de propiedad, y al mismo incidente como gasto, de la siguiente manera:

ESTIMACION DE LA UTILIDAD PROBABLE Y LOS COSTOS ADICIONALES DE LA EMISION DE BONOS

I. Diseño, Construction, Compra, y Costos de Adquisición

A. SCADA Mejora	\$	300,000
B. La Rehabilitació del Alcantarillado Sanitario	\$	3,000,000
C. Reutilización de la Línea de Distribución	\$	5,000,000
D. Reemplazo de la Línea de Agua	\$	4,800,000
E. Modernizació de Medidor	\$	1,000,000
F. Reemplazo de Vávula de Agua	\$	2,500,000
G. Detención de Lagunas de Estabilización	\$	1,500,000
H. Las Plantas de los Proyecto de Agua	\$	1,250,000
I. Rehabilitación de las Estaciones de Bombeo	\$	900,000
J. Compra de Generadores	\$	1,000,000
K. Evaluación Eléctrica	\$	160,000
L. Systema de Control de Olor	\$	200,000
M. Actualización MS4	\$	50,000
Subtotal	\$	21,660,000
N. Contingencias, Ingeniería y Agrimensura	\$	5,391,860
Diseño Total Estimado, La Construcción, Compra Y Costos de Adquisición.	\$	27,051,860

II. Gastos Imprevistos

1. Gastos Legales	\$	450,000
2. Gastos Fiscales Agente	\$	600,000
3. Bonos de Descuento	\$	900,000
4. Administración, Organización y Gastos de Emisión	\$	493,000

5.	Cuota de Emisión de Bonos TCEQ	\$	75,000
6.	Tarifa de Procurador General	\$	30,000
7.	Informe de la Aplicación de Bonos	\$	400,000
	Total Estimado de Gastos Imprevistos	\$	2,948,140
	La Utilidad Total y los Costos Adicionales de la Emisión de Bonos.	\$	30,000,000

La Junta Directiva también ha encontrado y determinado que es necesario y en el mejor interés de la zona emitir un bono del Distrito con el fin de diseñar, construir, comprar, adquirir y mantener las instalaciones parquet y recreativas con los productos de dicho bono. Ah sido presentada en el Distrito, abierto a la inspección del público, el plan de un parque que cubre el terreno, las mejoras, instalaciones y equipos para ser comprados o construidos por el Distrito, así como el costo estimado de todo lo anterior, junto con mapas, planos, dibujos y datos totalmente mostrando y explicando el plan del parque y el costo estimado de la propuesta de las instalaciones recreativas es lo siguiente:

Estimación de los Probables Bonos de Instalaciones Parque y Recreativas

A.	Mejoría de Parques Existentes	\$	387,000
B.	Desarrollo de Terrenos de Parques Vacantes	\$	180,000
C.	Desarrollo del Sistema de Ruta	\$	1,576,000
D.	Corredor de Mejora	\$	2,644,000
E.	Adquisición y Desarrollo	\$	11,543,000
	Total Parcial	\$	16,350,000
	Contingencia al 10%	\$	1,635,000
	Diseño y Costos De Ingeniería (11.20%)	\$	2,015,000
	Total de Bonos de Instalaciones Parque y Recreativas	\$	20,000,000

El tablero ha encontrado que la estimación antedicha de \$20.000.000 para los costos de instalaciones parquet y recreacionales es razonable y apropiada y ha aprobado iguales y todos los artículos de eso.

El tablero se ha determinado que una elección especial será celebrada en la cual el asunto siguiente será sometido:

PROPOSICION I

EL ASUNTO DE LA JUNTA DIRECTIVA PARA USO GENERAL MUNICIPAL DEL DISTRITO DEL CONDADO NO.25, TEXAS, SE AUTORISAN PARA PUBLICAR LOS BONOS DEL DISTRITO DICHO EN UNA O MÁS EDICIONES O SERIES EN LA CANTIDAD PRINCIPAL ORIGINAL AGREGADA MÁXIMA DE \$30.000.000 QUE SE MADURAN EN SERIE O DE OTRA MANERA EN LAS INSTALACIONES TALES COMO SON FIJADOS POR EL TABLERO DICHO SOBRE UN PERÍODO O PERÍODOS QUE NO EXCEDEN CUARENTA (40) AÑOS A PARTIR DE SU FECHA O FECHAS, LLEVANDO INTERÉS DE TODOS MODOS O TARIFAS, Y A LOS BONOS DICHOS VENTA EN CUALQUIER PRECIO O PRECIOS, A CONDICIÓN DE QUE EL TIPO DE INTERÉS TASA SOBRE CUALQUIER TEMA O TEMAS EN NINGUNA EDICIÓN O LAS APLICACIONES LOS BONOS DICHOS NO EXCEDE EL LÍMITE LEGAL MÁXIMO EN EFECTO A LA HORA DE LA EMISIÓN DE CADA APLICACIÓN LOS BONOS DICHOS, TODOS COMO SE PUEDEN DETERMINAR POR EL TABLERO DE DIRECTORES DE EL DISTRITO, POR EL PROPÓSITO O LOS PROPÓSITOS DE COMPRAR, DE CONSTRUIR, DE ADQUIRIR, DE POSEER, DE FUNCIONAR, DE MANTENER, DE REPARAR, DE MEJORAR O DE EXTENDER UN SISTEMA DE OBRAS DE AUGA, UN SISTEMA DE ALCANTARILLA SANITARIO Y UN DRENAJE Y UN SISTEMA DE ALCANTARILLA DE LA TORMENTA, INCLUYENDO, PERO NO LIMITADO A, TODAS LAS ADICIONES A TALES SISTEMAS, TODOS TRABAJAN, LAS MEJORAS, INSTALACIONES, PLANTAS, EQUIPO, LAS APLICACIONES INTERESAN EN LAS DERECHAS DE PARTICIPACIÓN DE LA CARACTERÍSTICA Y DEL USO REGIONAL, REGULADOR O COMÚN O LAS DERECHAS DEL CONTRATO NECESITADAS POR CONSIGUIENTE, Y LAS INSTALACIONES ADMINISTRATIVAS NECESITADAS EN LA CONEXIÓN CON EL MISMO, Y PREVER EL PAGO DEL PRINCIPAL DE Y DEL INTERÉS EN TALES ENLAZA POR LA RECAUDACIÓN Y LA COLECCIÓN ANUALMENTE DE UN SUFICIENTE IMPUESTO SOBRE TODA LA CARACTERÍSTICA IMPONIBLE DENTRO DEL DISTRITO DICHO, DE TODO SEGÚN LO AUTORIZADO POR LA CONSTITUCIÓN Y LOS LEYES DEL ESTADO DE TEJAS; ¿LOS BONOS DICHOS, SI ESTUVIERON APROBADOS, PARA SER AUTORIZADO ADEMÁS DE LA ELECCIÓN EN LOS BONOS DEL DISTRITO EL DISTRITO VOTO PERO LOS BONOS SIN PUBLICAR AUTORIZADOS LLEVARON A CABO EL 10 DE SEPTIEMBRE DE 2005?

PROPOSICION II

EL ASUNTO II LA JUNTA DIRECTIVA DEL NO 25. PARA USO GENERAL MUNICIPAL DEL DISTRICTO DEL CONDADO NO.25, DEL CONDADO , TEXAS, SE AUTORIZAN PARA PUBLICAR LOS BONOS DEL DISTRICTO DICHO EN UNAS O MÁS EDICIONES O SERIES EN LA CANTIDAD PRINCIPAL ORIGINAL AGREGADA MÁXIMA DE \$20.000.000 QUE SE MADURAN EN SERIE O DE OTRA MANERA EN LAS INSTALACIONES TALES COMO SON FIJADOS POR EL TABLERO DICHO SOBRE UN PERÍODO O PERÍODOS QUE NO EXCEDEN CUARENTA (40) AÑOS A PARTIR DE SU FECHA O FECHAS, LLEVANDO INTERÉS DE TODOS MODOS O TARIFAS, Y A LOS BONOS DICHOS VENTA EN CUALQUIER PRECIO O PRECIO, A CONDICIÓN DE QUE EL TIPO DE INTERÉS EFICAZ NETO EN NINGUNA EDICIÓN O LAS APLICACIONES LOS ENLACES DICHOS NO EXCEDE EL LÍMITE LEGAL MÁXIMO EN EFECTO A LA HORA DE LA EMISIÓN DE CADA APLICACIÓN LOS ENLACES DICHOS, TODOS COMO SE PUEDEN DETERMINAR POR EL TABLERO DE DIRECTORES DE DICHO DISTRITO, PARA EL PROPÓSITO O LOS PROPÓSITOS DEL PARQUE QUE COMPRA, QUE CONSTRUYE, QUE ADQUIERE, QUE POSEE, DE FUNCIONAMIENTO, QUE MANTIENE, DE REPARACIÓN, QUE MEJORA O QUE EXTIENDE Y DE INSTALACIONES RECREACIONALES Y DE AMENIDADES Y TODAS LAS INSTALACIONES ADMINISTRATIVAS NECESITADAS EN LA CONEXIÓN CON LO MISMO, INCLUYENDO, PERO NO LIMITADAS A, TODAS LAS ADICIONES Y COSTOS RELACIONADOS ADEMÁS, TODAS TRABAJAN, LAS MEJORAS, INSTALACIONES, PLANTAS, EQUIPO, APLICACIONES, INTERESES EN LAS DERECHAS DE PARTICIPACIÓN DE LA CARACTERÍSTICA Y DEL USO REGIONAL, REGULADOR O COMÚN O LAS DERECHAS DEL CONTRATO NECESITADAS POR CONSIGUIENTE, Y PREVER EL PAGO DEL PRINCIPAL DE Y DEL INTERÉS EN TALES BONOS POR LA RECAUDACIÓN Y LA COLECCIÓN ANUALMENTE DE UN SUFICIENTE IMPUESTO SOBRE TODA LA CARACTERÍSTICA IMPONIBLE DENTRO DEL DISTRICTO DICHO, TODO SEGÚN LO AUTORIZADO POR LA CONSTITUCIÓN Y LAS LEYES DEL ESTADO DE TEXAS?

Los límites del distrito se han establecido como y constituirán un recinto de la elección con objeto de la elección.

La elección se está celebrando conforme a una orden adoptada por la junta directiva del distrito el 12 de agosto de 2011, una copia de el cual está disponible en la oficina del distrito en Sechrist • Duckers LLP, 770 South Post Oak Lane, Suite 410, Houston, Texas 77056.

Los oficiales de la elección dicha John Oldham, el administrador de las elecciones del condado de Fort Bend, Texas, y. El Señor. Oldham servirá como el vendedor de la votación temprana.

La votación temprana será conducida en los tiempos y las localizaciones indicados en el **Accesorio "B"** en cada día a partir del 24 de octubre de 2011, hasta el 4 de noviembre de 2011, que no es un domingo o un día de fiesta oficial del estado. La dirección del correo del vendedor de la votación temprana a la cual los usos y los balotas de la balota que se votarán por correo pueden ser enviados a 301 Jackson Street, Richmond, Fort Bend County, Texas 77469.

La ayuda oral en español está disponible entrando en contacto con el juez de presidencia o al vendedor de la votación temprana

ESTE AVISO DEBE PERMANECER PUBLICADO HASTA noviembre 9,2011 CONFORMIDAD CON LOS REQUISITOS DE LA SECCIÓN 4.003 (A) del Código Electoral de Texas.

ANEXO A

El 8 de noviembre del 2011. El Condado de Fort Bend Municipal del Distrito de Servicios No. 25 va a sostener la elección de votar desde las 7:00 A.M. hasta las 7:00 P.M.

<u>Distrito Electoral</u>	<u>Lugar de Votación y Dirección</u>
4045	Garcia Middle School
4025	18550 Old Richmond Rd
4026	Sugar Land, TX 77498

Fort Bend County Early Voting Schedule November 8, 2011 Election

(Approved by Commissioners Court 8/23/2011)

Horario de Votación Temprana del Condado de Fort Bend 8 de Noviembre, 2011 Elección

(Aprobado por la Corte de Comisionados 8/23/2011)

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Aliana Clubhouse – 17122 West Bellfort, Richmond, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	October 24 – 28, 2011 (<i>Octubre 24 – 28, 2011</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Saturday (<i>Sabado</i>)	October 29, 2011 (<i>Octubre 29, 2011</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Sunday (<i>Domingo</i>)	October 30, 2011 (<i>Octubre 30, 2011</i>)	CLOSED (<i>CERRADO</i>)
Monday – Wednesday (<i>Lunes – Miercoles</i>)	October 31 – November 2, 2011 (<i>Octubre 31 – Noviembre 2, 2011</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Thursday – Friday (<i>Jueves – Viernes</i>)	November 3 – 4, 2011 (<i>Noviembre 3 – 4, 2011</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Methodist Church – 431 Eldridge, Sugar Land, TX

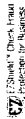
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Total : \$0.00 \$1,830.00

19314

FORT BEND COUNTY
MUNICIPAL UTILITY DISTRICT NO. 25
OPERATIONS
18230 OLD RICHMOND
SUGAR LAND, TX 77498
(281) 277-0129

WOODFOREST NATIONAL BANK
HOUSTON - THE WOODLANDS - CONROE
DALLAS - FORT WORTH - SAN ANTONIO
35-846 1130



19314

Security features. Details on back.

DATE 9/9/2011 AMOUNT \$1,830.00

VOID AFTER SIX MONTHS
ALL SIGNATURES REQUIRED
[Signature]
AUTHORIZED SIGNATURE

PAY
TO THE
ORDER
OF

Fort Bend County
301 Jackson Street
Richmond, TX 77469

****One Thousand Eight Hundred Thirty and 00/100 Dollars

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⑈0⑆53536⑈