

4600011767  
MA

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 6, 2012 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 Special Election on November 6, 2012 (at the expense of Political Subdivision) for the purpose of approving, or disapproving charter amendment propositions and public improvement 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 D.

If polling places for the November 6, 2012 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 5, 2012 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 6, 2012 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 as determined by the Human Resources Department of the City of 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](http://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 \$15,050.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$9,030.00, 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 17 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 6, 2012 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 OF FUNDS

(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 **\$15,050.00** 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 it shall provide ballot details to the Elections Office not later than the 61<sup>st</sup> day (September 5, 2012) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 56<sup>th</sup> day before the election (September 10, 2012) 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

52nd day before Election Day (September 14, 2012), 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 25 day of September, 2012 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 \_\_\_\_\_, 2012 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:

*Christine Russell*  
City Secretary

CITY OF HOUSTON, TEXAS

By

*Arvise D. Parker*  
Mayor *Maddame D. Kappell*

COUNTERSIGNED BY:

*Ronald C. King*  
City Controller *RLK*

Date Countersigned:

9-7-12

CONTRACTING OFFICER

*John Oldham*  
John Oldham  
Elections Administrator

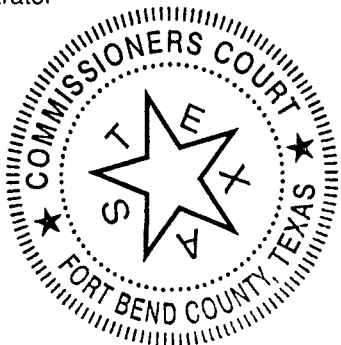
APPROVED AS TO FORM:

By

*Mary Reveles*  
Mary Reveles  
Assistant County Attorney

By:

*Lan P. Nguyen*  
Sr. Assistant City Attorney  
L.D. File No.0231200018001  
LPNElection Contracts\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,	)	<b><u>CONSENT DECREE, JUDGMENT,</u></b>
	)	<b><u>and ORDER</u></b>
Defendant.	)	
	)	
	)	
	)	
	)	
	)	

---

The United States of America filed this action pursuant to Sections 4(f)(4) and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973b(f)(4) and 1973aa-6, and Section 302(a) of the Help America Vote Act of 2002 (“HAVA”), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

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

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) (“Section 4(f)(4)”), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 C.F.R. pt. 51, Appendix. As a result, Fort Bend County has been under notice of its obligations under

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

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

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

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

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

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

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

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

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

§ 1973b(f)(4);

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

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

**Assistors of Choice**

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

**Translation and Dissemination of Election-Related Materials**

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

5. Defendant shall ensure that all Spanish and English language election information, materials, and announcements are made equally available. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known to Defendant that exclusively or regularly publish or broadcast information in Spanish to the local population. Defendant’s distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements.

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

**Spanish Language Assistance**

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

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

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

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

10. In addition to the requirements of state law,

- a. Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official or poll worker;

- b. Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials or poll worker;
- c. Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials or poll worker;
- d. Each early voting location shall be staffed by at least one bilingual election official or poll worker; and
- e. Defendant shall employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials or poll workers as required under Paragraph 10(a)-(d) above.

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

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

**Election official training**

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

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

In addition to the general training for poll officials, the County shall provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues. The County shall maintain a record of which poll officials attend training

sessions, including the time, location, and training personnel involved. The County shall allow representatives of the Department of Justice to attend any training provided pursuant to this Decree.

**Response to Complaints About Poll Officials**

13. Defendant, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters in any election conducted by Fort Bend County. The results of the investigation(s) conducted by the Defendant shall be reported to the United States within 30 days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendant shall remove those poll officials.

**Spanish Language Election Program Coordinator**

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

**Advisory Group**

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

16. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file,

a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

17. The County shall transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.

**Federal Observers**

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

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

**Evaluation of plan**

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

parties.

**Retention of Documents and Reporting Requirements**

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

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

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

Within 45 days after each such election, the County shall provide to counsel for the United States any updated report regarding changes in these items, as well as (1) information about all complaints the County received at the election regarding language or assistance issues, and (2) the name of the voters who cast a ballot at each early voting location. This information shall be sent by express mail or electronically to the following address:

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

**Other Provisions**

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

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

25. Within 20 days of the entry of this Decree, Defendant shall submit the voting

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

Agreed to this 9<sup>th</sup> day of April, 2009.

AGREED AND CONSENTED TO:

For Plaintiff:

ERIC HOLDER  
Attorney General

LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

TIM JOHNSON  
Acting United States Attorney

/s Daniel David Hu  
DANIEL DAVID HU  
Assistant United States Attorney  
Deputy Civil Chief  
Texas Bar No. 10131415  
P.O. Box 61129  
Houston, TX 77208  
713 567 9518  
713 718 3303 (fax)  
Daniel.hu@usdoj.gov

Christopher Coates  
CHRISTOPHER COATES  
Chief, Voting Section

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

For Defendant:

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

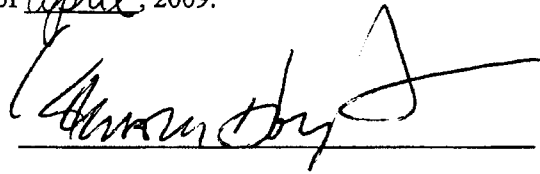
Randall W. Morse  
RANDALL W. MORSE  
Texas Bar No. 14549700  
First Assistant County Attorney  
Litigation Division  
MARY E. REVELES  
Texas Bar No. 24007905  
First Assistant County Attorney  
General Counsel Division  
William B. Travis Building  
301 Jackson, Suite 728  
Richmond, Texas 77469  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

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

**JUDGMENT AND ORDER**

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

ENTERED and ORDERED this 13<sup>th</sup> day of April, 2009.

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

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.

**City of Houston proposed Election Services Contract  
Estimate for the conduct of the November 6, 2012 Joint Election**

**A. Statistical Information**

1. Projected voter turnout in election	<u>          </u>
2. Number of election day polling places (excluding early voting)	<u>          9</u>
3. Number of county designated election precincts	<u>          </u>
4. Number of polling places shared with another entity	<u>          9</u>
5. Number of public buildings used as polling places	<u>          5</u>
6. Number of early voting stations	<u>         18</u>
7. Voting system:	<u>         DRE</u>

**B. Cost of Election**

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks <u>   4</u> x <u> \$10</u> x <u> 130</u> / <u>   3</u>	<u> \$1,733</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>   9</u> <u>   5</u> x <u>  17</u> x <u>  \$9</u> / <u>   3</u>	<u> \$2,295</u>	<u>          </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)		
a. Number of clerks and judge <u>   1</u> <u>  10</u> x <u>  20</u> x <u>  \$10</u> /	<u>  \$300</u>	<u>          </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>Estimate</u> <u>  \$800</u>	<u>Actual</u>
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>   1</u> x <u> \$35</u> / <u>   3</u>	<u>  \$12</u>	
c. Early Voting laptop PC's <u>   1</u> x <u> \$125</u> / <u>   3</u>	<u>  \$42</u>	<u>          </u>
c. Early Voting label printers <u>   1</u> x <u>  \$25</u> / <u>   3</u>	<u>   \$8</u>	<u>          </u>
d. Early Voting JBCs <u>   1</u> x <u> \$125</u> / <u>   3</u>	<u>  \$42</u>	<u>          </u>
e. Early Voting eSlates <u>   7</u> x <u> \$125</u> / <u>   3</u>	<u> \$292</u>	<u>          </u>
f. Early Voting DAUs <u>   1</u> x <u> \$150</u> / <u>   3</u>	<u>  \$50</u>	<u>          </u>
g. Cell Phones - 10 days <u>   1</u> x <u>  \$40</u> / <u>   3</u>	<u>  \$13</u>	<u>          </u>
Election Day		
h. Election Day supply kits <u>   9</u> x <u> \$35</u> / <u>   3</u>	<u> \$105</u>	



**List of Polling Locations for November 6, 2012 General Election**  
**Hours will be 7:00 AM to 7:00 PM**

<b>PRECINCT</b>	<b>INCL PCT</b>	<b>POLLING PLACE LOCATION</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ZIP</b>
2017		Briargate Elementary School	15817 Blue Ridge Rd	MISSOURI CITY	77489
2023		Ridgemont Elementary School	4910 Raven Ridge Rd	HOUSTON	77053
2031	2056	Ridgegate Elementary School	6015 West Ridgecreek Dr	HOUSTON	77053
2036		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
2043		Southwest Calvary Bapt Church	12910 West Belfort Dr	HOUSTON	77099
2123		Blue Ridge Erlementary School	6241 McHard Rd	HOUSTON	77053

## Fort Bend County Early Voting Schedule November 6, 2012 General Election

**Schedule for:** Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
 Cinco Ranch Branch Library - 2620 Commercial Center Blvd, Katy, 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  
 Four Corners Community Center - 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday - Friday	Oct 22 - 26, 2012	8:00 a.m. to 5:00 p.m.
Saturday	Oct 27, 2012	7:00 a.m. to 7:00 p.m.
Sunday	Oct 28, 2012	12:00 a.m. to 5:00 p.m.
Monday - Friday	Oct 29 - Nov 2, 2012	7:00 a.m. to 7:00 p.m.

**Schedule for:** Irene Stem Community Center - 6920 Fulshear-Katy Road, Fulshear, TX  
 Beasley City Hall - 319 S. 3<sup>rd</sup> Street, Beasley, TX  
 Lost Creek Park - 3703 Lost Creek Blvd, Sugar Land, TX  
 City of Richmond Water Maintenance Facility - 110 N. 8<sup>th</sup> St., Richmond, TX

Day	Date	Hours
Monday - Friday	Oct 22 - 26, 2012	8:00 a.m. to 5:00 p.m.
Saturday	Oct 27, 2012	7:00 a.m. to 7:00 p.m.
Sunday	Oct 28, 2012	CLOSED
Monday - Friday	Oct 29 - Nov 2, 2012	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  
 FBC Road & Bridge (Needville) - 3743 School Street, Needville, TX  
 Randall's - 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday - Friday	Oct 22 - 26, 2012	10:00 a.m. to 7:00 p.m.
Saturday	Oct 27, 2012	7:00 a.m. to 7:00 p.m.
Sunday	Oct 28, 2012	12:00 p.m. to 5:00 p.m.
Monday - Friday	Oct 29 - Nov 2, 2012	7:00 a.m. to 7:00 p.m.

**Schedule for:** Sugar Land Methodist Church - 431 Eldridge, Sugar Land, TX  
 Sienna Branch Library - 8411 Sienna Springs Blvd, Missouri City, TX  
 Harmony Science Academy - 22400 Grand Corner Dr, Katy TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday - Friday	Oct 22 - 26, 2012	10:00 a.m. to 7:00 p.m.
Saturday	Oct 27, 2012	7:00 a.m. to 7:00 p.m.
Sunday	Oct 28, 2012	CLOSED
Monday - Friday	Oct 29 - Nov 2, 2012	7:00 a.m. to 7:00 p.m.

**Schedule for:** Pecan Grove Baptist Church - 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	Oct 22 - 26, 2012	8:00 a.m. to 5:00 p.m.
Saturday	Oct 27, 2012	7:00 a.m. to 7:00 p.m.
Sunday	Oct 28, 2012	CLOSED
Monday - Tuesday	Oct 29 30, 2012	7:00 a.m. to 7:00 p.m.

Attachment B

Wednesday	Oct 31, 2012	7:00 a.m. to 5:00 p.m.
Thursday – Friday	Nov 1- 2, 2012	7:00 a.m. to 7:00 p.m.

**City of Houston proposed Election Services Contract  
Estimate for the conduct of the November 6, 2012 Joint Election**

**A. Statistical Information**

1. Projected voter turnout in election	<u>          </u>
2. Number of election day polling places (excluding early voting)	<u>          9</u>
3. Number of county designated election precincts	<u>          </u>
4. Number of polling places shared with another entity	<u>          9</u>
5. Number of public buildings used as polling places	<u>          5</u>
6. Number of early voting stations	<u>         18</u>
7. Voting system:	<u>         DRE</u>

**B. Cost of Election**

		Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)			
	Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks	<u>      4 x \$10 x 130 / 3</u>	<u>  \$1,733</u>	
	Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks	<u>      9    5 x 17 x \$9 / 3</u>	<u>  \$2,295</u>	<u>          </u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)			
a. Number of clerks and judge	<u>      1   10 x 20 x \$10 /</u>	<u>      \$300</u>	<u>          </u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))		<u>      \$800</u>	<u>          </u>
4. Election supplies & equipment			
Early Voting	Kits x Cost / Entities		
a. Early Voting supply kits	<u>      1 x \$35 / 3</u>	<u>      \$12</u>	
	Units x Rate / Entities		
c. Early Voting laptop PC's	<u>      1 x \$125 / 3</u>	<u>      \$42</u>	<u>          </u>
c. Early Voting label printers	<u>      1 x \$25 / 3</u>	<u>      \$8</u>	<u>          </u>
d. Early Voting JBCs	<u>      1 x \$125 / 3</u>	<u>      \$42</u>	<u>          </u>
e. Early Voting eSlates	<u>      7 x \$125 / 3</u>	<u>      \$292</u>	<u>          </u>
f. Early Voting DAUs	<u>      1 x \$150 / 3</u>	<u>      \$50</u>	<u>          </u>
g. Cell Phones - 10 days	<u>      1 x \$40 / 3</u>	<u>      \$13</u>	<u>          </u>
Election Day			
h. Election Day supply kits	<u>      9 x \$35 / 3</u>	<u>      \$105</u>	

Attachment C

i. Election Day JBCs	<u>9</u> x <u>\$125</u> / <u>3</u>	<u>\$375</u>	<u>          </u>
k. Election Day DAUs	<u>9</u> x <u>\$150</u> / <u>3</u>	<u>\$450</u>	<u>          </u>
l. Election Day laptop PC's	<u>9</u> x <u>\$50</u> / <u>3</u>	<u>\$100</u>	<u>          </u>
m. Election Day label printers	<u>9</u> x <u>\$35</u> / <u>3</u>	<u>\$105</u>	<u>          </u>
	Units - Free x Rate / Entities		
n. Election Day eSlates	<u>(81-2)</u> <u>79</u> x <u>\$125</u> / <u>3</u>	<u>\$3,292</u>	<u>          </u>
o. Election Day Cell Phones	<u>9</u> x <u>\$6</u> / <u>3</u>	<u>\$18</u>	<u>          </u>
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		<u>\$450</u>	<u>          </u>
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a. Election (number of polling places rented)		<u>\$1,700</u>	<u>          </u>
7. Publication of electronic voting system notices ) (TEC § 127.096(a))			
a. Election		<u>\$150</u>	<u>          </u>
8. Miscellaneous election expenses (itemize)		Estimate	Actual
a. General			
Ballot Layout & Coding		<u>\$450</u>	<u>          </u>
Absentee Ballots -Printed & Mailed @ \$1.00		<u>\$150</u>	<u>          </u>
Mileage reimbursements		<u>\$150</u>	<u>          </u>
Election Day Filed Techs & other Temp workers		<u>\$600</u>	<u>          </u>
		<u>\$0</u>	<u>          </u>
		<u>\$0</u>	<u>          </u>
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))		Estimate	Actual
a. Election		<u>\$1,368</u>	<u>          </u>
10. Cost of Joint election		<u>\$15,050</u>	<u>          </u>

ATTACHMENT D

List of Polling Locations for November 6, 2012 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	2056	Ridgegate Elementary School	6015 West Ridgecreek Dr	HOUSTON	77053
2036		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
2043		Southwest Calvary Bapt Church	12910 West Belfort Dr	HOUSTON	77099
2123		Blue Ridge Elementary School	6241 McHard Rd	HOUSTON	77053

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 Houston METRO hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 12, 2012 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 Houston METRO is holding a Special Election Election on November 6, 2012 (at the expense of Political Subdivision) for the purpose of approving, the continued dedication of a portion of Sales Taxes collected within the Cities of Houston and Katy.

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 6, 2012 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 5, 2012 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 6, 2012 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 Houston METRO as determined by the Human Relations Department of the Houston METRO.

## 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 \$15,825.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$9,495.00, 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 6, 2012 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 61<sup>st</sup> day (September 5, 2012) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 56<sup>th</sup> day before the election (September 10, 2012) 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 52<sup>nd</sup> day before Election Day (September 14, 2012), 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 25 day of September, 2012 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 \_\_\_\_\_, 2012 been executed on behalf of the Houston METRO by its Presiding Officer or authorized representative, pursuant to an action by the governing body of the Houston METRO.

ATTEST:

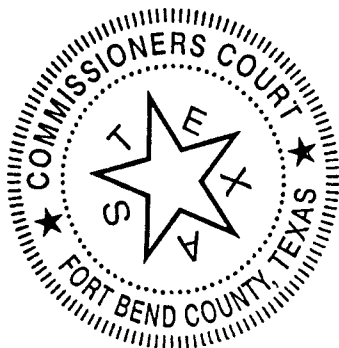
*Dianne Wilson*

\_\_\_\_\_  
Dianne Wilson, County Clerk

FORT BEND COUNTY


By

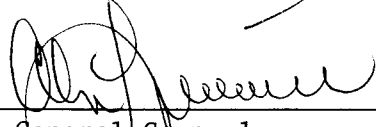
*Robert E. Hebert*  
\_\_\_\_\_  
Robert E. Hebert, County Judge

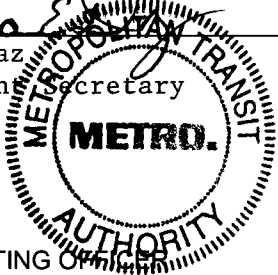


ATTEST:

HOUSTON METRO


  
\_\_\_\_\_  
Rosa Diaz  
Assistant Secretary

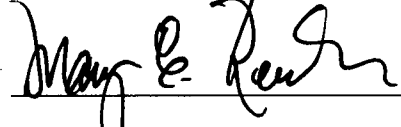
By   
\_\_\_\_\_  
General Counsel  
METROPOLITAN TRANSIT AUTHORITY  
OF HARRIS COUNTY, TEXAS



CONTRACTING OFFICER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Oldham  
Elections Administrator

By   
\_\_\_\_\_  
Mary Reveles  
Assistant County Attorney

THE STATE OF TEXAS  
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Water Control and Improvement District No. 10 hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 12, 2012 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

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

*RECITAL*

The Fort Bend County Water Control & Improvement District No. 10 is holding a Special Election on November 6, 2012 (at the expense of Political Subdivision) for the purpose of approving, or disapproving Park 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 D.

If polling places for the November 6, 2012 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 5, 2012 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 6, 2012 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 WCID No. 10 as determined by the Directors of the Political Subdivision.

## 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](http://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 \$5,646.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$3,388.00, 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 6, 2012 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 61<sup>st</sup> day (September 5, 2012) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 56<sup>th</sup> day before the election (September 10, 2012) 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 52<sup>nd</sup> day before Election Day (September 14, 2012), 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 25 day of September, 2012 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 \_\_\_\_\_, 2012 been executed on behalf of the Fort Bend County Water Control and Improvement District No. 10 by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Water Control & Improvement District No. 10..

ATTEST:

*Dianne Wilson*

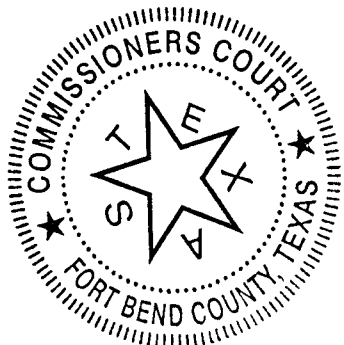
\_\_\_\_\_  
Dianne Wilson, County Clerk

FORT BEND COUNTY

By

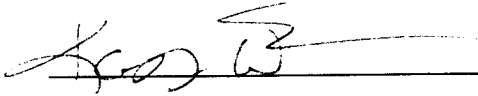
*Robert E. Hebert*

\_\_\_\_\_  
Robert E. Hebert, County Judge

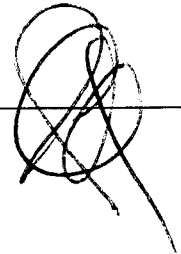


ATTEST:

WATER CONTROL & IMPROVEMENT DISTRICT 10.




---

By 

---

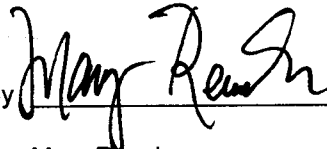
CONTRACTING OFFICER

APPROVED AS TO FORM:



---

John Oldham  
Elections Administrator

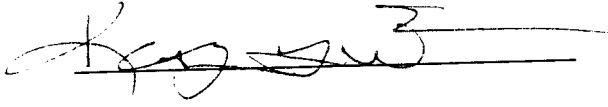
By 

---

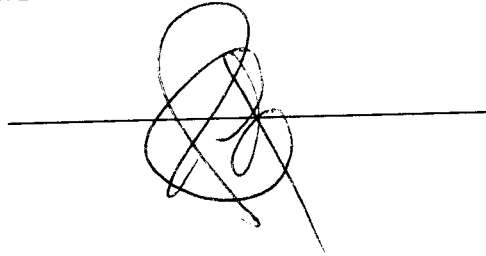
Mary Reveles  
Assistant County Attorney

ATTEST:

WATER CONTROL & IMPROVEMENT DISTRICT 10.

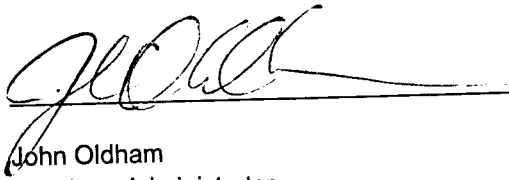


By



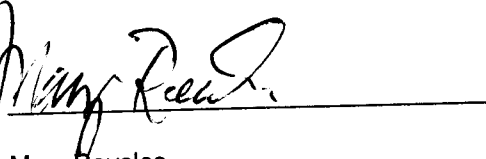
CONTRACTING OFFICER

APPROVED AS TO FORM:



John Oldham  
Elections Administrator

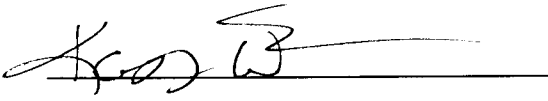
By

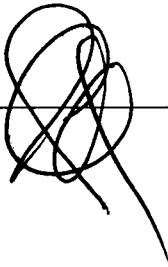


Mary Reveles  
Assistant County Attorney

ATTEST:

WATER CONTROL & IMPROVEMENT DISTRICT 10.

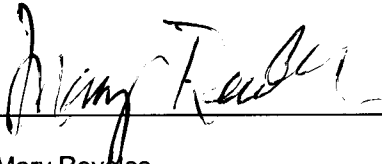
  
\_\_\_\_\_

By  \_\_\_\_\_

CONTRACTING OFFICER

APPROVED AS TO FORM:

  
\_\_\_\_\_

By  \_\_\_\_\_

John Oldham  
Elections Administrator

Mary Reeves  
Assistant County Attorney

ATTACHMENT A  
CONSENT DECREE CHECKLIST

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

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

**WCID 10 proposed Election Services Contract  
Estimate for the conduct of the November 6, 2012 Joint Election**

**A. Statistical Information**

1. Projected voter turnout in election	_____
2. Number of election day polling places (excluding early voting)	<u>1</u>
3. Number of county designated election precincts	_____
4. Number of polling places shared with another entity	<u>1</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>18</u>
7. Voting system:	<u>DRE</u>

**B. Cost of Election**

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks <u>4</u> x <u>\$10</u> x <u>130</u> / <u>2</u>	<u>\$2,600</u>	_____
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>1</u> <u>5</u> x <u>17</u> x <u>\$9</u> / <u>2</u>	<u>\$383</u>	_____
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)		
a. Number of clerks and judge <u>1</u> <u>10</u> x <u>20</u> x <u>\$10</u> /	<u>\$100</u>	_____
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>Estimate \$200</u>	_____
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	_____
Units x Rate / Entities		
c. Early Voting laptop PC's <u>1</u> x <u>\$125</u> / <u>2</u>	<u>\$63</u>	_____
c. Early Voting label printers <u>1</u> x <u>\$25</u> / <u>2</u>	<u>\$13</u>	_____
d. Early Voting JBCs <u>1</u> x <u>\$125</u> / <u>2</u>	<u>\$63</u>	_____
e. Early Voting eSlates <u>7</u> x <u>\$125</u> / <u>2</u>	<u>\$438</u>	_____
f. Early Voting DAUs <u>1</u> x <u>\$150</u> / <u>2</u>	<u>\$75</u>	_____
g. Cell Phones - 10 days <u>1</u> x <u>\$40</u> / <u>2</u>	<u>\$20</u>	_____
Election Day		
h. Election Day supply kits <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	_____

Attachment C

i. Election Day JBCs	<u>1</u> x <u>\$125</u> / <u>2</u>	<u>\$63</u>	<u>          </u>
k. Election Day DAUs	<u>1</u> x <u>\$150</u> / <u>2</u>	<u>\$75</u>	<u>          </u>
l. Election Day laptop PC's	<u>1</u> x <u>\$50</u> / <u>2</u>	<u>\$25</u>	<u>          </u>
m. Election Day label printers	<u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	<u>          </u>
	Units - Free x Rate / Entities		
n. Election Day eSlates	<u>(7-2)</u> <u>5</u> x <u>\$125</u> / <u>2</u>	<u>\$313</u>	<u>          </u>
o. Election Day Cell Phones	<u>1</u> x <u>\$6</u> / <u>2</u>	<u>\$3</u>	<u>          </u>
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		<u>\$50</u>	<u>          </u>
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a. Election (number of polling places rented)		<u>\$0</u>	<u>          </u>
7. Publication of electronic voting system notices ) (TEC § 127.096(a))			
a. Election		<u>\$20</u>	<u>          </u>
8. Miscellaneous election expenses (itemize)		Estimate	Actual
a. General			
Ballot Layout & Coding		<u>\$350</u>	<u>          </u>
Absentee Ballots -Printed & Mailed @ \$1.00		<u>\$25</u>	<u>          </u>
Mileage reimbursements		<u>\$50</u>	<u>          </u>
Election Day Filed Techs & other Temp workers		<u>\$150</u>	<u>          </u>
		<u>\$0</u>	<u>          </u>
		<u>\$0</u>	<u>          </u>
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))		Estimate	Actual
a. Election		<u>\$513</u>	<u>          </u>
10. Cost of Joint election		<u>\$5,646</u>	<u>          </u>

**ATTACHMENT D**

**May 12, 2012 polling places for the WCID 10 Joint Election. Polls will be open from 7:00 A.M. until 7:00 P.M.**

<u>Precinct</u>	<u>Polling Place &amp; Address</u>
1103(p)	Pecan grove Baptist Church 1727 FM 359 Richmond, TX