

33. Take all appropriate action on Joint Election Agreements between Fort Bend County and the following political subdivisions for the November 5, 2013 election:

City of Houston – 2 originals

Houston Community College – 2 originals

City of Sugar Land – 3 originals

Fort Bend County Levee Improvement District No. 2 – 2 originals

Fort Bend County Municipal Utility District No. 19 – 2 originals

Katy Independent School District – 2 originals

All originals returned to John O. at Elections 10-30-13

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NCA

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Houston, Texas hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

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

RECITAL

The City of Houston is holding a General Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of electing Municipal Officers.

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

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

I. ADMINISTRATION

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$14,547.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$8,730.00 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 15 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 5, 2013 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.

XVI. 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 **\$14,547.00** 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.

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 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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 22nd day of October, 2013 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 12 day of September, 2013 been executed on behalf of the City of Houston, Texas by its Mayor or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert, County Judge

ATTEST:

City Secretary

CITY OF HOUSTON, TEXAS

By

Mayor Maddam P. Aspat

COUNTERSIGNED BY:

City Controller Ch B. Mm

Date Countersigned:

9-12-13

CONTRACTING OFFICER

John Oldham
Elections Administrator

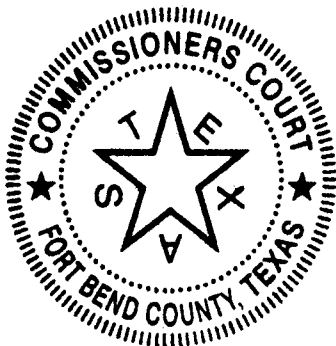
APPROVED AS TO FORM:

By

Mary Reveles
Assistant County Attorney

By

Sr. Assistant City Attorney
L.D. File No. 0231300009001
LPN20154



List of Polling Locations for November 5, 2013 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	2116	Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY	77489
2051		Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY	77489
2052		Briarchase Missnry Bapt Church	16000 Blue Ridge Rd	MISSOURI CITY	77489
2055		Willowridge High School	16301 Chimney Rock Rd	HOUSTON	77053
2043		Southwest Calvary Bapt Church	12910 West Belfort Dr	HOUSTON	77099
2123		Blue Ridge Elementary School	6241 McHard Rd	HOUSTON	77053

Fort Bend County Early Voting Schedule November 5, 2013 Election

*Horario de Votación Temprana del Condado de Fort Bend
5 de Noviembre, 2013 Elección*

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – November 1, 2013 (Octubre 28 – Noviembre 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
 Randall's – 5800 New Territory Blvd, Sugar Land, TX
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX
 Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – Nov. 1, 2013 (Octubre 28 – Nov. 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

City of Houston proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election

A. Statistical Information

1. Number of Registered Voters	<u>20,769</u>
2. Number of Precincts	<u>11</u>
3. Number of election day polling places (excluding early voting)	<u>9</u>
4. Number of polling places shared with another entity	<u>9</u>
5. Number of public buildings used as polling places	<u>6</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>9</u> x	<u>4</u> x	<u>17</u> x	<u>\$10</u>	/	<u>2</u>	<u>\$3,060</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>8</u> x	<u>10</u> x	<u>\$8</u>	/	<u>\$150</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						<u>\$450</u>	Actual
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	<u>1</u> x	<u>\$35</u>	/	<u>2</u>		<u>\$18</u>	
	Units	x	Rate	/	Entities		
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>5</u> x	<u>\$125</u>	/	<u>2</u>		<u>\$313</u>	
f. Early Voting DAUs	<u>1</u> x	<u>\$150</u>	/	<u>2</u>		<u>\$75</u>	
g. Cell Phones - 9 days	<u>1</u> x	<u>\$27</u>	/	<u>2</u>		<u>\$14</u>	
Election Day							
h. Election Day supply kits	<u>9</u> x	<u>\$35</u>	/	<u>2</u>		<u>\$158</u>	

i.	Election Day JBCs	9 x	\$125	/	2	\$563	
k.	Election Day DAUs	9 x	\$150	/	2	\$675	
l.	Election Day laptop PC's	9 x	\$50	/	2	\$400	
m.	Election Day label printers	9 x	\$35	/	2	\$158	
		Units - Free	x	Rate	/		
n.	Election Day eSlates	36-2)	34 x	\$125	/	2	\$2,125
o.	Election Day Cell Phones	9 x	\$7	/	2	\$32	
5.	Preparation and transportation of voting equipment & supplies						
a.	Early Voting & Election Day					\$450	
6.	Polling Place Rental - Election Day						
	(TEC § 43.031, 43.033)						
a.	Election (number of polling places rented)					\$450	
7.	Publication of electronic voting system notices)						
	(TEC § 127.096(a))						
a.	Election					\$100	
8.	Miscellaneous election expenses (itemize)						
a.	General						
	Ballot Layout & Coding					\$450	
	Absentee Ballots -Printed & Mailed @ \$1.00					\$300	
	Mileage reimbursements					\$200	
	Election Day Field Techs & other Temp workers					\$350	
						\$0	
						\$0	
SUBTOTAL						\$13,225	
9.	Election Services Contract Administrative Fee (10%)						
	(TEC § 31.100(d))						
a.	Election					\$1,322	
10.	Cost of Joint election						

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 Houston Community College hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 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

Houston Community College is holding a General Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of Electing Trustees.

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

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

I. ADMINISTRATION

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$26,695.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$16,000.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 5, 2013 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.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), 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 22nd day of October, 2013 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 _____, 2013 been executed on behalf of Houston Community College by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of Houston Community College.

ATTEST:

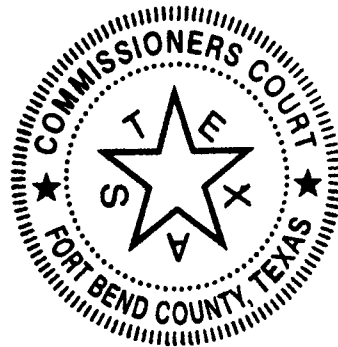


Dianne Wilson, County Clerk

FORT BEND COUNTY


By 

Robert E. Hebert, County Judge



ATTEST:

HOUSTON COMMUNITY COLLEGE

By 

Renee Byas
Acting Chancellor
Houston Community College

APPROVED AS TO FORM
BY HCC GENERAL COUNSEL




CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

PRECINCT	INCL PCT	Polling Place	ADDRESS	CITY	ZIP
4065		Austin Parkway Elementary School	4400 Austin Parkway	SUGAR LAND	77479
2060	2137, 2138, 2139	Bethel Missionary Baptist Church	631 Avenue E	STAFFORD	77477
2061	2108	Elkins High School	7007 Knights Ct	MISSOURI CITY	77459
2077		Glover Elementary School	1510 Columbia Blue Dr	MISSOURI CITY	77489
2070		Houston Community College	10141 Cash Rd	STAFFORD	77477
2050	2089	Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77459
2033	2090, 2091, 2115, 2136	Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
4127	4049	Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
2092	2093	Meadowcreek Clubhouse	2410 LaQuinta Dr	MISSOURI CITY	77459
2096		Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE	77477
2059	2075, 2081	Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77459
4062		Palmer Elementary School	4208 Crow Valley Dr	MISSOURI CITY	77459
4028		Quail Valley Elementary School	3500 Quail Village	MISSOURI CITY	77459
4030		Quail Valley Middle School	3019 FM 1092	MISSOURI CITY	77459
2088	2078, 2112	Stafford Civic Center	1415 Constitution Ave	STAFFORD	77477
3069		Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX

Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX

Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX

Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX

Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX

Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Meadows Place City Hall – One Troyan Dr, Meadows Place, TX

Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	October 21 – 25, 2013 (<i>Octubre 21 – 25, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Saturday (<i>Sábado</i>)	October 26, 2013 (<i>Octubre 26, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Sunday (<i>Domingo</i>)	October 27, 2013 (<i>Octubre 27, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday – Wednesday (<i>Lunes – Miercoles</i>)	October 28 – 30, 2013 (<i>Octubre 28 – 30, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Thursday – Friday (<i>Jueves – Viernes</i>)	October 31 – November 1, 2013 (<i>Octubre 28 – Noviembre 1,</i> <i>2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX

Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX

Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX

Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX

Randall's – 5800 New Territory Blvd, Sugar Land, TX

Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX

Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX

Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	October 21 – 25, 2013 (<i>Octubre 21 – 25, 2013</i>)	10:00 a.m. to 7:00 p.m.
Saturday (<i>Sábado</i>)	October 26, 2013 (<i>Octubre 26, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Sunday (<i>Domingo</i>)	October 27, 2013 (<i>Octubre 27, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday – Wednesday	October 28 – 30, 2013	10:00 a.m. to 7:00 p.m.

**Houston Community College proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>48,584</u>
2. Number of Precincts	<u>31</u>
3. Number of election day polling places (excluding early voting)	<u>16</u>
4. Number of polling places shared with another entity	<u>16</u>
5. Number of public buildings used as polling places	<u>13</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>8</u> x <u>\$10</u> x <u>130</u> / <u>2</u>	<u>\$5,200</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>16</u> <u>4</u> x <u>17</u> x <u>\$10</u> / <u>2</u>	<u>\$5,440</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>8</u> x <u>10</u> x <u>\$8</u> /	<u>\$300</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>\$750</u>	Actual
4. Election supplies & equipment		
Early Voting		
Kits x Cost / Entities		
a. Early Voting supply kits <u>2</u> x <u>\$35</u> / <u>2</u>	<u>\$35</u>	
Units x Rate / Entities		
c. Early Voting laptop PC's <u>2</u> x <u>\$125</u> / <u>2</u>	<u>\$125</u>	
c. Early Voting label printers <u>2</u> x <u>\$25</u> / <u>2</u>	<u>\$25</u>	
d. Early Voting JBCs <u>2</u> x <u>\$125</u> / <u>2</u>	<u>\$125</u>	
e. Early Voting eSlates <u>12</u> x <u>\$125</u> / <u>2</u>	<u>\$750</u>	
f. Early Voting DAUs <u>2</u> x <u>\$150</u> / <u>2</u>	<u>\$150</u>	
g. Cell Phones - 9 days <u>2</u> x <u>\$27</u> / <u>2</u>	<u>\$27</u>	
Election Day		
h. Election Day supply kits <u>16</u> x <u>\$35</u> / <u>2</u>	<u>\$280</u>	

Attachment C

i. Election Day JBCs	16 x \$125 / 2	\$1,000	
k. Election Day DAUs	16 x \$150 / 2	\$1,200	
l. Election Day laptop PC's	16 x \$50 / 2	\$800	
m. Election Day label printers	16 x \$35 / 2	\$280	
	Units - Free x Rate /		
n. Election Day eSlates	64-2) 62 x \$125 / 2	\$3,875	
o. Election Day Cell Phones	16 x \$7 / 2	\$56	
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		\$900	
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a. Election (number of polling places rented)		\$600	
7. Publication of electronic voting system notices) (TEC § 127.096(a))			
a. Election		\$200	
8. Miscellaneous election expenses (itemize)			
a. General			
Ballot Layout & Coding		\$450	
Absentee Ballots -Printed & Mailed @ \$1.00		\$800	
Mileage reimbursements		\$200	
Election Day Field Techs & other Temp workers		\$700	
		\$0	
		\$0	
SUBTOTAL		\$24,268	
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a. Election		\$2,427	
10. Cost of Joint election		\$26,695	

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Sugar Land hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 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 Sugar Land is holding a Special Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of approving, or disapproving, Bonds.

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

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

I. ADMINISTRATION

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$37,319.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$22,391.00 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 5, 2013 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.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES


The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), 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 22nd day of October, 2013 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 13 day of August, 2013 been executed on behalf of the City of Sugar Land by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Sugar Land.

ATTEST:


Dianne Wilson, County Clerk

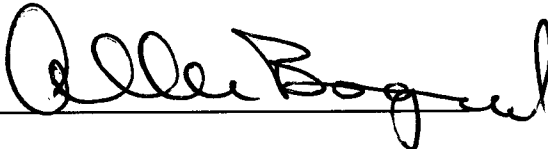
FORT BEND COUNTY

By 
Robert E. Hebert, County Judge




ATTEST:


CITY OF SUGAR LAND

By 

CONTRACTING OFFICER

APPROVED AS TO FORM:


John Oldham
Elections Administrator

By 
Mary Reveles
Assistant County Attorney

PRECINCT	INCL PCT	Polling Place	ADDRESS	CITY	ZIP
1076		River Pointe Community Church	5000 Ransom Road	RICHMOND	77469
2016		Barrington Place HOA	13318 Rosstown Ct	SUGAR LAND	77478
3009		Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
3098		Townwest Town Hall	10322 Old Towne Ln	SUGAR LAND	77478
4011		Colony Bend Elementary School	2720 Planters St	SUGAR LAND	77479
4020	4035, 3053	Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478
4029	4105	Knights of Columbus Hall	702 Burney Rd	SUGAR LAND	77478
4042	4080	Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478
4046	4121	Highlands Elementary School	2022 Colonist Park	SUGAR LAND	77478
4047	4079, 4084	Colony Meadows Elementary Sch	4510 Sweetwater Blvd	SUGAR LAND	77479
4064	4111	Settlers Way Elementary School	3015 Settlers Way Blvd	SUGAR LAND	77479
4107	4027	Sugar Lakes Clubhouse	930 Sugar Lakes Dr	SUGAR LAND	77478
4110		Sugar Land City Hall - Lakeview Room	2700 Town Center Blvd North	SUGAR LAND	77478
4119		Clements High School	4200 Elkins Dr	SUGAR LAND	77479
4125		Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
4129	4102	Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
4131		First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479
4135		Sartartia Middle School	8125 Homeward Way	SUGAR LAND	77479
4140		Lost Creek Park	3703 Lost Creek Blvd	SUGAR LAND	77479

Fort Bend County Early Voting Schedule November 5, 2013 Election

*Horario de Votación Temprana del Condado de Fort Bend
5 de Noviembre, 2013 Elección*

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	October 21 – 25, 2013 (<i>Octubre 21 – 25, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Saturday (<i>Sábado</i>)	October 26, 2013 (<i>Octubre 26, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Sunday (<i>Domingo</i>)	October 27, 2013 (<i>Octubre 27, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday – Wednesday (<i>Lunes – Miércoles</i>)	October 28 – 30, 2013 (<i>Octubre 28 – 30, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Thursday – Friday (<i>Jueves – Viernes</i>)	October 31 – November 1, 2013 (<i>Octubre 28 – Noviembre 1, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
 Randall's – 5800 New Territory Blvd, Sugar Land, TX
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX
 Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (<i>Día</i>)	Date (<i>Fecha</i>)	Hours (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	October 21 – 25, 2013 (<i>Octubre 21 – 25, 2013</i>)	10:00 a.m. to 7:00 p.m.
Saturday (<i>Sábado</i>)	October 26, 2013 (<i>Octubre 26, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
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Thursday – Friday (<i>Jueves – Viernes</i>)	October 31 – Nov. 1, 2013 (<i>Octubre 28 – Nov. 1, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

City of Sugar Land proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election

A. Statistical Information

1. Number of Registered Voters	<u>50,953</u>
2. Number of Precincts	<u>28</u>
3. Number of election day polling places (excluding early voting)	<u>19</u>
4. Number of polling places shared with another entity	<u>19</u>
5. Number of public buildings used as polling places	<u>11</u>
6. Number of early voting stations	<u>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>12</u>	x	<u>\$11</u>	x	<u>125</u>	/	<u>2</u>	<u>\$8,250</u>
a. Early voting judges / clerks	<u>8</u>	x	<u>\$11</u>	x	<u>125</u>	/	<u>3</u>	<u>\$3,667</u>

	Locations	x	Clerks	x	Hours	x	Rate	/	Entities	
b. Election day judges / clerks	<u>10</u>		<u>4</u>	x	<u>17</u>	x	<u>\$10</u>	/	<u>2</u>	<u>\$3,400</u>
b. Election day judges / clerks	<u>9</u>		<u>4</u>	x	<u>17</u>	x	<u>\$10</u>	/	<u>3</u>	<u>\$2,040</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>16</u>	x	<u>\$10</u>	/	<u>\$300</u>	
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3. Elections Administration Dept. staff overtime
 (TEC § 31.100(e))

\$650

4. Election supplies & equipment

Early Voting	Kits	x	Cost	/	Entities	
a. Early Voting supply kits	<u>3</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$53</u>
a. Early Voting supply kits	<u>2</u>	x	<u>\$35</u>	/	<u>3</u>	<u>\$23</u>

	Units	x	Rate	/	Entities	
b. Early Voting laptop PC's	<u>3</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$188</u>
b. Early Voting laptop PC's	<u>2</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$83</u>
c. Early Voting label printers	<u>3</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$38</u>
c. Early Voting label printers	<u>2</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$25</u>
d. Early Voting JBCs	<u>3</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$188</u>
d. Early Voting JBCs	<u>2</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$83</u>

Attachment C

e. Early Voting eSlates	21 x	\$125 /	2	\$1,313	
e. Early Voting eSlates	12 x	\$125 /	3	\$500	
f. Early Voting DAUs	3 x	\$150 /	2	\$225	
f. Early Voting DAUs	2 x	\$150 /	3	\$100	
g. Cell Phones - 9 days	3 x	\$27 /	2	\$41	
g. Cell Phones - 9 days	2 x	\$27 /	3	\$18	
Election Day					
h. Election Day supply kits	10 x	\$35 /	2	\$175	
h. Election Day supply kits	9 x	\$35 /	3	\$105	
i. Election Day JBCs	10 x	\$125 /	2	\$625	
i. Election Day JBCs	9 x	\$125 /	3	\$375	
k. Election Day DAUs	10 x	\$150 /	2	\$750	
k. Election Day DAUs	9 x	\$150 /	3	\$450	
l. Election Day laptop PC's	10 x	\$50 /	2	\$250	
l. Election Day laptop PC's	9 x	\$50 /	2	\$225	
m. Election Day label printers	10 x	\$35 /	2	\$175	
m. Election Day label printers	9 x	\$35 /	2	\$158	
Units - Free x Rate / Entities					
n. Election Day eSlates	60-2) 58 x	\$125 /	2	\$3,625	
n. Election Day eSlates	(45) 45 x	\$125 /	3	\$1,875	
o. Election Day Cell Phones	10 x	\$7 /	2	\$35	
o. Election Day Cell Phones	9 x	\$7 /	3	\$21	
5. Preparation and transportation of voting equipment & supplies					
a. Early Voting & Election Day				\$400	
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a. Election (number of polling places rented)				\$400	
7. Publication of electronic voting system notices) (TEC § 127.096(a))					
a. Election				\$200	
8. Miscellaneous election expenses (itemize)					
a. General					
Ballot Layout & Coding				\$350	
Absentee Ballots -Printed & Mailed @ \$1.00				\$1,200	
Mileage reimbursements				\$150	
Election Day Filed Techs & other Temp workers				\$1,200	
				\$0	
				\$0	
SUBTOTAL				\$33,926	

Attachment C

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

a. Election

\$3,393

10. Cost of Joint election

\$37,319

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Levee Improvement District No. 2 hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 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 Levee Improvement District No. 2 is holding a Special Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of approving, or disapproving, Bonds.

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

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

I. ADMINISTRATION

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the Fort Bend County LID No. 2 as determined by the Human Resources Department of the Fort Bend County LID No. 2.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$13,448.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$8,068.00 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 5, 2013 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.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), 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 22nd day of October, 2013 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 _____, 2013 been executed on behalf of the Fort Bend County LID No. 2 by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Fort Bend County LID No. 2.

ATTEST:

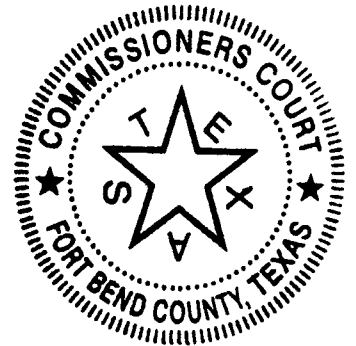


Dianne Wilson, County Clerk

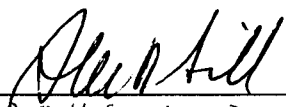
FORT BEND COUNTY

By 

Robert E. Hebert, County Judge

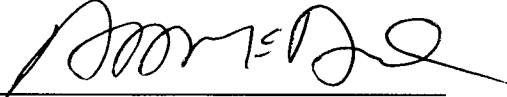


ATTEST:



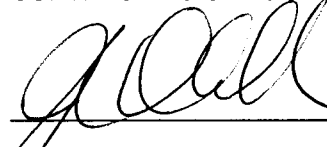
Glen R. Gill, Secretary, Board of Directors

FORT BEND COUNTY LID NO. 2

By 

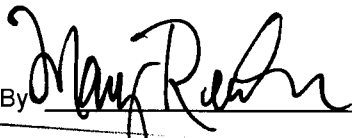
Andre D. McDonald, President, Board of Directors

CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

PRECINCT	INCL PCT	Polling Place	ADDRESS	CITY	ZIP	RV
4011		Colony Bend Elementary School	2720 Planters St	SUGAR LAND	77479	1677
4080		Imperial Park Recreation Center	234 Matlage Way	SUGAR LAND	77478	1840
4046	4121	Highlands Elementary School	2022 Colonist Park	SUGAR LAND	77478	3833
4047	4079, 4084	Colony Meadows Elementary Sch	4510 Sweetwater Blvd	SUGAR LAND	77479	3046
4064	4111	Settlers Way Elementary School	3015 Settlers Way Blvd	SUGAR LAND	77479	2564
4110		Sugar Land City Hall - Lakeview Room	2700 Town Center Blvd North	SUGAR LAND	77478	2706
4119		Clements High School	4200 Elkins Dr	SUGAR LAND	77479	3415
4129	4102	Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479	5037
4131		First Colony Conference Center	3232 Austin Parkway	SUGAR LAND	77479	1945
4140		Lost Creek Park	3703 Lost Creek Blvd	SUGAR LAND	77479	3103

Fort Bend County Early Voting Schedule November 5, 2013 Election

*Horario de Votación Temprana del Condado de Fort Bend
5 de Noviembre, 2013 Elección*

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – November 1, 2013 (Octubre 28 – Noviembre 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
 Randall's – 5800 New Territory Blvd, Sugar Land, TX
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX
 Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – Nov. 1, 2013 (Octubre 28 – Nov. 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Fort Bend County LID 2 proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election

A. Statistical Information

1. Number of Registered Voters	<u>18,961</u>
2. Number of Precincts	<u>14</u>
3. Number of election day polling places (excluding early voting)	<u>9</u>
4. Number of polling places shared with another entity	<u>9</u>
5. Number of public buildings used as polling places	<u>8</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>8</u> x	<u>\$10</u> x	<u>130</u> /	<u>3</u>	<u>\$3,467</u>		
	Locations x	Clerks x	Hours x	Rate /	Entities		
b. Election day judges / clerks	<u>9</u> x	<u>4</u> x	<u>17</u> x	<u>\$9</u> /	<u>3</u>	<u>\$1,836</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>8</u> x	<u>10</u> x	<u>\$8</u> /	<u>\$150</u>		
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))					<u>\$450</u>		Actual
4. Election supplies & equipment							
Early Voting	Kits x	Cost /	Entities				
a. Early Voting supply kits	<u>2</u> x	<u>\$35</u> /	<u>3</u>		<u>\$23</u>		
	Units x	Rate /	Entities				
c. Early Voting laptop PC's	<u>2</u> x	<u>\$125</u> /	<u>3</u>		<u>\$83</u>		
c. Early Voting label printers	<u>2</u> x	<u>\$25</u> /	<u>3</u>		<u>\$17</u>		
d. Early Voting JBCs	<u>2</u> x	<u>\$125</u> /	<u>3</u>		<u>\$83</u>		
e. Early Voting eSlates	<u>12</u> x	<u>\$125</u> /	<u>3</u>		<u>\$500</u>		
f. Early Voting DAUs	<u>2</u> x	<u>\$150</u> /	<u>3</u>		<u>\$100</u>		
g. Cell Phones - 9 days	<u>2</u> x	<u>\$27</u> /	<u>3</u>		<u>\$18</u>		
Election Day							
h. Election Day supply kits	<u>9</u> x	<u>\$35</u> /	<u>3</u>		<u>\$105</u>		

i.	Election Day JBCs		<u>9 x \$125 /</u>	<u>3</u>	<u>\$375</u>	
k.	Election Day DAUs		<u>9 x \$150 /</u>	<u>3</u>	<u>\$450</u>	
l.	Election Day laptop PC's		<u>9 x \$50 /</u>	<u>3</u>	<u>\$225</u>	
m.	Election Day label printers		<u>9 x \$35 /</u>	<u>3</u>	<u>\$105</u>	
		Units - Free	x Rate /			
n.	Election Day eSlates	<u>54-2)</u>	<u>52 x \$125 /</u>	<u>3</u>	<u>\$2,167</u>	
o.	Election Day Cell Phones		<u>9 x \$7 /</u>	<u>3</u>	<u>\$21</u>	
5.	Preparation and transportation of voting equipment & supplies					
a.	Early Voting & Election Day				<u>\$350</u>	
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a.	Election (number of polling places rented)				<u>\$300</u>	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))					
a.	Election				<u>\$100</u>	
8.	Miscellaneous election expenses (itemize)					
a.	General					
	Ballot Layout & Coding				<u>\$350</u>	
	Absentee Ballots -Printed & Mailed @ \$1.00				<u>\$400</u>	
	Mileage reimbursements				<u>\$150</u>	
	Election Day Field Techs & other Temp workers				<u>\$400</u>	
					<u>\$0</u>	
					<u>\$0</u>	
	SUBTOTAL				\$12,225	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a.	Election				<u>\$1,223</u>	
10.	Cost of Joint election				\$13,448	

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Municipal Utility District No. 19 hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 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 District Municipal Utility District No. 19 is holding a Special Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of approving, or disapproving a District Fire Plan.

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

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

I. ADMINISTRATION

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No

statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the Fort Bend County Municipal Utility District No. 19 as determined by the Directors of the Fort Bend County Municipal Utility District No. 19.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$3,962.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,372.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 5, 2013 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.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), 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:

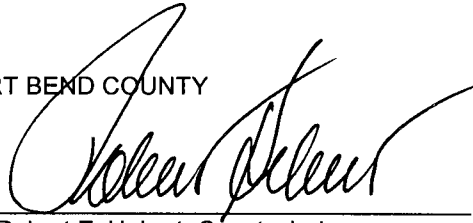
- (1) It has on the 22nd day of October, 2013 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 7th day of August, 2013 been executed on behalf of the Fort Bend County Municipal Utility District No. 19 by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Fort Bend County Municipal Utility District No. 19.

ATTEST:

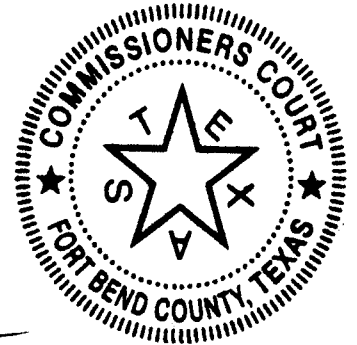


Dianne Wilson, County Clerk

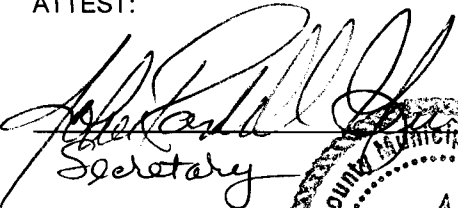
FORT BEND COUNTY

By 

Robert E. Hebert, County Judge

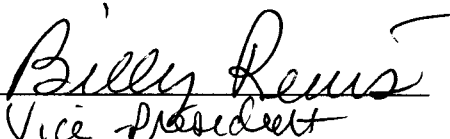


ATTEST:

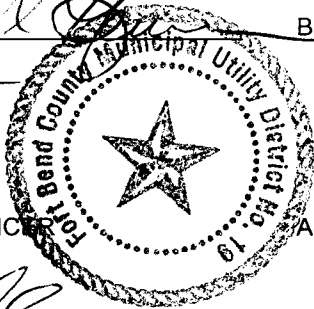


Secretary


FORT BEND COUNTY MUD NO. 19

By 

Vice President

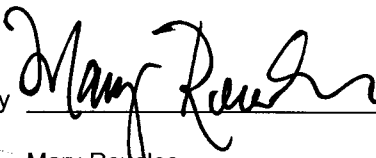


CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

Attachment A

Fort Bend County MUD 19

November 5, 2013

PRECINCT	INCL PCT	Polling Place	ADDRESS	CITY	ZIP	
1040		Richmond Water Maintenance Facility	110 N. 8th St.	RICHMOND	77469	

Fort Bend County Early Voting Schedule November 5, 2013 Election

*Horario de Votación Temprana del Condado de Fort Bend
5 de Noviembre, 2013 Elección*

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX

Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX

Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX

Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX

Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX

Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Meadows Place City Hall – One Troyan Dr, Meadows Place, TX

Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – November 1, 2013 (Octubre 28 – Noviembre 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX

Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX

Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX

Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX

Randall's – 5800 New Territory Blvd, Sugar Land, TX

Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX

Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX

Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – Nov. 1, 2013 (Octubre 28 – Nov. 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

**Fort Bend County MUD 19 proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>274</u>
2. Number of Precincts	<u>1</u>
3. Number of election day polling places (excluding early voting)	<u>1</u>
4. Number of polling places shared with another entity	<u>1</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>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>1</u> <u>4</u> x <u>17</u> x <u>\$9</u> / <u>3</u>	<u>\$204</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>8</u> x <u>10</u> x <u>\$10</u> /	<u>\$25</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>\$25</u>	Actual
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$12</u>	
Units x Rate / Entities		
c. Early Voting laptop PC's <u>1</u> x <u>\$125</u> / <u>3</u>	<u>\$42</u>	
c. Early Voting label printers <u>1</u> x <u>\$25</u> / <u>3</u>	<u>\$8</u>	
d. Early Voting JBCs <u>1</u> x <u>\$125</u> / <u>3</u>	<u>\$42</u>	
e. Early Voting eSlates <u>4</u> x <u>\$125</u> / <u>3</u>	<u>\$167</u>	
f. Early Voting DAUs <u>12</u> x <u>\$150</u> / <u>3</u>	<u>\$600</u>	
g. Cell Phones - 9 days <u>1</u> x <u>\$27</u> / <u>3</u>	<u>\$9</u>	
Election Day		
h. Election Day supply kits <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$12</u>	

i. Election Day JBCs	1 x \$125 /	3	\$42	
k. Election Day DAUs	1 x \$150 /	3	\$50	
l. Election Day laptop PC's	1 x \$50 /	3	\$17	
m. Election Day label printers	9 x \$35 /	3	\$11	
	Units - Free x Rate /			
n. Election Day eSlates	6-2) 4 x \$125 /	3	\$167	
o. Election Day Cell Phones	1 x \$7 /	3	\$2	
5. Preparation and transportation of voting equipment & supplies				
a. Early Voting & Election Day			\$25	
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)				
a. Election (number of polling places rented)			\$0	
7. Publication of electronic voting system notices) (TEC § 127.096(a))				
a. Election			\$25	
8. Miscellaneous election expenses (itemize)				
a. General				
Ballot Layout & Coding			\$350	
Absentee Ballots -Printed & Mailed @ \$1.00			\$10	
Mileage reimbursements				
Election Day Field Techs & other Temp workers			\$25	
			\$0	
			\$0	
SUBTOTAL			\$3,602	
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))				
a. Election			\$360	
10. Cost of Joint election			\$3,962	

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 Katy Independent School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 5, 2013 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 Katy Independent School District is holding a Special Election on November 5, 2013 (at the expense of Political Subdivision) for the purpose of approving, or disapproving, Bonds.

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

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

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

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

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

II. LEGAL DOCUMENTS

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.

III. VOTING LOCATIONS

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

If polling places for the November 5, 2013 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 4, 2013 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 5, 2013 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

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

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

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

IX. RUNOFF ELECTION

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

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

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

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

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

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

XII WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XII. 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.

XIII. 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.

XIV. 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.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$16,801.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$10,080.00 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 5, 2013 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.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES


The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61st day (September 5, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (September 9, 2013) 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 53rd day before Election Day (September 13, 2013), 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:

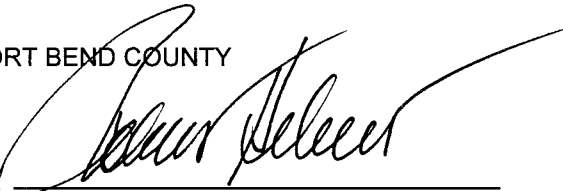
- (1) It has on the 22nd day of October, 2013 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 16 day of September, 2013 been executed on behalf of the Katy Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Katy Independent School District.

ATTEST:

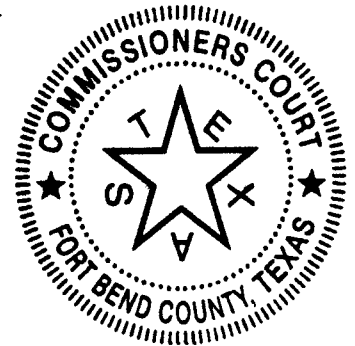


Dianne Wilson, County Clerk

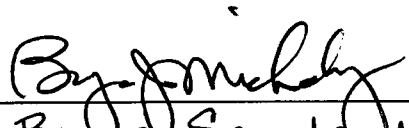
FORT BEND COUNTY

By 

Robert E. Hebert, County Judge

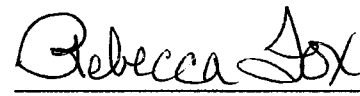


ATTEST:



Board Secretary

KATY INDEPENDENT SCHOOL DISTRICT

By 

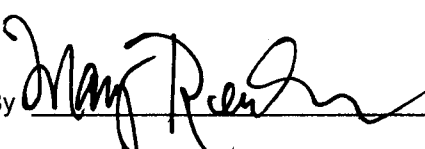
Rebecca Fox
Board President

CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Mary Reveles
Assistant County Attorney

PRECINCT	INCL PCT	Polling Place	ADDRESS	CITY	ZIP
3142	3144	Beckendorf Junior High School	8200 South Fry Rd	KATY	77494
3130		Cinco Ranch High Sch 9th Grad Ct	23440 Cinco Ranch Blvd	KATY	77494
3006		Irene Stern Fulshear Community Ctr	6920 Fulshear-Katy Road	FULSHEAR	77441
3014		Katy ISD Administration Bldg	6301 S Stadium Ln	KATY	77492
3004	3122	McMeans Junior High	21000 Westheimer Pkwy	KATY	77450
3132	3133	Beck Junior High School	6161 S. Fry Rd	KATY	77494
3038	3143	Seven Lakes High School	9251 S Fry Rd	KATY	77494

Fort Bend County Early Voting Schedule November 5, 2013 Election

*Horario de Votación Temprana del Condado de Fort Bend
5 de Noviembre, 2013 Elección*

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Horario para: Beasley City Hall – 319 S. 3rd Street, Beasley, TX
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
 Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX
 Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Meadows Place City Hall – One Troyan Dr, Meadows Place, TX
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – November 1, 2013 (Octubre 28 – Noviembre 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX
Horario para: First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX
 FBC Road and Bridge (Needville) – 3743 School Street, Needville, TX
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
 Randall's – 5800 New Territory Blvd, Sugar Land, TX
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX
 Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day (Día)	Date (Fecha)	Hours (Horas)
Monday – Friday (Lunes – Viernes)	October 21 – 25, 2013 (Octubre 21 – 25, 2013)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 26, 2013 (Octubre 26, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	October 27, 2013 (Octubre 27, 2013)	CLOSED (CERRADO)
Monday – Wednesday (Lunes – Miércoles)	October 28 – 30, 2013 (Octubre 28 – 30, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Thursday – Friday (Jueves – Viernes)	October 31 – Nov. 1, 2013 (Octubre 28 – Nov. 1, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Katy ISD proposed Election Services Contract
Estimate for the conduct of the November 5, 2013 Joint Election

A. Statistical Information

1. Number of Registered Voters	<u>50,365</u>
2. Number of Precincts	<u>11</u>
3. Number of election day polling places (excluding early voting)	<u>7</u>
4. Number of polling places shared with another entity	<u>7</u>
5. Number of public buildings used as polling places	<u>7</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>8</u>	<u>\$10</u>	x	<u>130</u>	/	<u>2</u>	<u>\$5,200</u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>7</u>	<u>4</u>	x	<u>17</u>	x	<u>\$10</u>	<u>\$2,380</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>8</u>	x	<u>10</u>	x	<u>\$8</u>	<u>\$150</u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						<u>\$450</u>	Actual
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	<u>2</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$35</u>	
	Units	x	Rate	/	Entities		
c. Early Voting laptop PC's	<u>2</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$125</u>	
c. Early Voting label printers	<u>2</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$25</u>	
d. Early Voting JBCs	<u>2</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$125</u>	
e. Early Voting eSlates	<u>12</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$750</u>	
f. Early Voting DAUs	<u>2</u>	x	<u>\$150</u>	/	<u>2</u>	<u>\$150</u>	
g. Cell Phones - 9 days	<u>2</u>	x	<u>\$27</u>	/	<u>2</u>	<u>\$27</u>	
Election Day							
h. Election Day supply kits	<u>7</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$123</u>	

i.	Election Day JBCs	<u>7 x \$125 / 2</u>	<u>\$438</u>	
k.	Election Day DAUs	<u>7 x \$150 / 2</u>	<u>\$525</u>	
l.	Election Day laptop PC's	<u>7 x \$50 / 2</u>	<u>\$25</u>	
m.	Election Day label printers	<u>7 x \$35 / 2</u>	<u>\$123</u>	
	Units - Free x Rate /			
n.	Election Day eSlates	<u>42-2) 40 x \$125 / 2</u>	<u>\$2,500</u>	
o.	Election Day Cell Phones	<u>7 x \$7 / 2</u>	<u>\$25</u>	
5.	Preparation and transportation of voting equipment & supplies			
a.	Early Voting & Election Day		<u>\$450</u>	
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a.	Election (number of polling places rented)		<u>\$0</u>	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))			
a.	Election		<u>\$50</u>	
8.	Miscellaneous election expenses (itemize)			
a.	General			
	Ballot Layout & Coding		<u>\$350</u>	
	Absentee Ballots -Printed & Mailed @ \$1.00		<u>\$500</u>	
	Mileage reimbursements		<u>\$150</u>	
	Election Day Field Techs & other Temp workers		<u>\$600</u>	
			<u>\$0</u>	
			<u>\$0</u>	
	SUBTOTAL		\$15,274	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a.	Election		<u>\$1,527</u>	
10.	Cost of Joint election		\$16,801	