

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Stafford hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 10, 2014 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

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

RECITAL

The City of Stafford is holding a General and Special Election on May 10, 2014 (at the expense of Political Subdivision) for the purpose of electing three members of the city council to full terms and one member of the city council to an unexpired term.

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 May 10, 2014 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 9, 2014 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 10, 2014 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. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. 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 Stafford as determined by the Human Resources Department of the City of Stafford.

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 \$5,909.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,545.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 10, 2014 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 (March 10, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 14, 2014) 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 (March 17, 2014), 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:

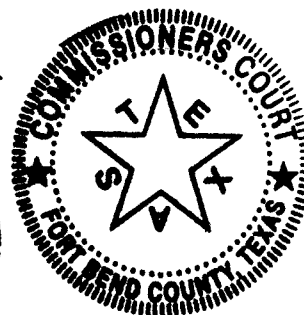
- (1) It has on the 1 day of April, 2014 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2014 been executed on behalf of the City of Stafford by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Stafford.

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY

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



ATTEST:

Bonnie Baumann By Leonard Searcella
Mayor

CITY OF STAFFORD

CONTRACTING OFFICER

John Oldham
John Oldham
Elections Administrator

APPROVED AS TO FORM:

By Paul Stewart
Paul Stewart
Assistant County Attorney

ATTACHMENT A

May 10, 2014 polling place for the City of Stafford election.
Polls will be open from 7:00 A.M. until 7:00 P.M.

ELECTION DAY POLLING PLACE

Stafford City Hall
2610 South Main
Stafford, Texas 77477

PRECINCTS

2060(p), 2070, 2088(p)
2096, 2112(p), 2137(p),
2138, 2139, 3069
HC-462(p), HC-506(p)

Revised: 02/13/2014

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Fort Bend County Rosenberg Annex – 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX
James Bowie Middle School – 700 Plantation Dr, Richmond, TX
Randall's – 5800 New Territory Blvd., Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX
Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	10:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Fort Bend County Road & Bridge – 3743 School Street, Needville, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 - May 2, 2014	7:30 a.m. to 4:30 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 - 6, 2014	7:00 a.m. to 7:00 p.m.

**City of Stafford proposed Election Services Contract
Estimate for the conduct of the May 10, 2014 Joint Election**

A. Statistical Information

1. Number of Registered Voters	8,299
2. Number of Precincts	9
3. Number of election day polling places (excluding early voting)	1
4. Number of polling places shared with another entity	1
5. Number of public buildings used as polling places	1
6. Number of early voting stations	17
7. Voting system:	DRE

B. Cost of Election

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	3	\$11	x	80	/	2	\$1,320
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	1	4	x	17	x	\$10 / 2	\$340
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	1	6	x	10	x	\$10 / 10	\$60
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						\$150	Actual
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	1	x	\$35	/	2	\$18	
	Units	x	Rate	/	Entities		
c. Early Voting laptop PC's	1	x	\$125	/	2	\$63	
c. Early Voting label printers	1	x	\$25	/	2	\$13	
d. Early Voting JBCs	1	x	\$125	/	2	\$63	
e. Early Voting eSlates	5	x	\$125	/	2	\$313	
f. Early Voting DAUs	1	x	\$150	/	2	\$75	
g. Cell Phones - 9 days	1	x	\$35	/	2	\$18	
Election Day							
h. Election Day supply kits	1	x	\$35	/	2	\$18	
i. Election Day JBCs	1	x	\$125	/	2	\$63	
k. Election Day DAUs	1	x	\$150	/	2	\$75	

Attachment C

l.	Election Day laptop PC's		1 x \$50 /	2	\$25	
m.	Election Day label printers		1 x \$25 /	2	\$25	
		Units - Free	x Rate /			
n.	Election Day eSlates	7-2)	3 x \$125 /	2	\$313	
o.	Election Day Cell Phones		1 x \$7 /	2	\$4	
5.	Preparation and transportation of voting equipment & supplies					
a.	Early Voting & Election Day				\$50	
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a.	Election (number of polling places rented)				\$0	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))					
a.	Election				\$25	
8.	Miscellaneous election expenses (itemize)					
a.	General					
	Ballot Layout & Coding				\$300	
	Absentee Ballots -Printed & Mailed @ \$1.00				\$100	
	Mileage reimbursements				\$40	
	Election Day Field Techs & other Temp workers				\$150	
					\$0	
					\$0	
	SUBTOTAL				\$3,617	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a.	Election				\$362	
10.	Cost of Joint election				\$3,779	

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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 May 10, 2014 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 9, 2014 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 10, 2014 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. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

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

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 \$4,319.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,591.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 10, 2014 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 (March 10, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 14, 2014) 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 (March 17, 2014), 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 1 day of April, 2014 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 18th day of February, 2014 been executed on behalf of the City of Fulshear by its Presiding Officer or authorized representative, pursuant to an action by the Fulshear City Council.


ATTEST:

FORT BEND COUNTY



Dianne Wilson, County Clerk

By

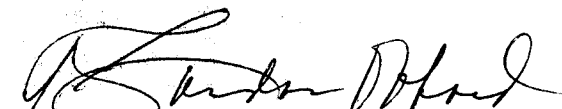


Robert E. Hebert, County Judge



ATTEST:

CITY OF FULSHEAR

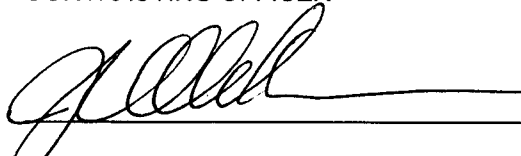

D. (DIANA) Gordon Offord
City Secretary

By


Thomas C. Kuykendall, Jr.
MAYOR

CONTRACTING OFFICER

APPROVED AS TO FORM:


John Oldham
Elections Administrator

By



Paul Stewart
Assistant County Attorney

ATTACHMENT A

**May 10, 2014 polling places for the City of Fulshear Election.
Polls will be open from 7:00 A.M. until 7:00 P.M.**

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

Revised: 02/13/2014

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
Missouri City Community Center - 1522 Texas Pkwy, Missouri City, TX
Fort Bend County Rosenberg Annex - 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX
James Bowie Middle School – 700 Plantation Dr, Richmond, TX
Randall's – 5800 New Territory Blvd., Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX
Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	10:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Fort Bend County Road & Bridge – 3743 School Street, Needville, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 - May 2, 2014	7:30 a.m. to 4:30 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 - 6, 2014	7:00 a.m. to 7:00 p.m.

**City of Fulshear proposed Election Services Contract
Estimate for the conduct of the May 10, 2014 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>2,346</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>0</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>17</u>
7. Voting system:	<u>DRE</u>

B. Cost of Election

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks <u>3</u> x <u>\$11</u> x <u>90</u> / <u>2</u>	<u>\$1,485</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>1</u> <u>3</u> x <u>17</u> x <u>\$10</u> / <u>1</u>	<u>\$510</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>6</u> x <u>10</u> x <u>\$10</u> / <u>10</u>	<u>\$60</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>\$250</u>	Actual
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits Kits x Cost / Entities	<u>\$18</u>	
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>4</u> x <u>\$125</u> / <u>2</u>	<u>\$250</u>	
f. Early Voting DAUs <u>1</u> x <u>\$150</u> / <u>2</u>	<u>\$75</u>	
g. Cell Phones - 9 days <u>1</u> x <u>\$27</u> / <u>2</u>	<u>\$14</u>	
Election Day		
h. Election Day supply kits <u>1</u> x <u>\$35</u> / <u>1</u>	<u>\$35</u>	

Attachment C

i.	Election Day JBCs		1 x \$125 /	1	\$125	
k.	Election Day DAUs		1 x \$150 /	1	\$150	
l.	Election Day laptop PC's		1 x \$50 /	1	\$25	
m.	Election Day label printers		1 x \$25 /	1	\$25	
		Units - Free	x Rate /			
n.	Election Day eSlates	4-2)	2 x \$125 /	1	\$250	
o.	Election Day Cell Phones		1 x \$7 /	1	\$7	
5.	Preparation and transportation of voting equipment & supplies					
a.	Early Voting & Election Day				\$50	
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a.	Election (number of polling places rented)				\$0	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))					
a.	Election				\$25	
8.	Miscellaneous election expenses (itemize)					
a.	General					
	Ballot Layout & Coding				\$300	
	Absentee Ballots -Printed & Mailed @ \$1.00				\$50	
	Mileage reimbursements				\$35	
	Election Day Field Techs & other Temp workers				\$50	
					\$0	
					\$0	
	SUBTOTAL				\$3,926	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a.	Election				\$393	
10.	Cost of Joint election				\$4,319	

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 Independent School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 10, 2014 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

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

RECITAL

The Fort Bend Independent School District is holding a General Election on May 10, 2014 (at the expense of Political Subdivision) for the purpose of electing School 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 May 10, 2014 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 9, 2014 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 10, 2014 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. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. 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 Independent School District as determined by the Human Resources Department of the Fort Bend 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.

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 \$71,456.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$42,870.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 10, 2014 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 (March 10, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 14, 2014) 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 (March 17, 2014), 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 1 day of April, 2014 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 _____, 2014 been executed on behalf of the Fort Bend Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Fort Bend Independent School District.

ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY

By



Robert E. Hebert, County Judge



ATTEST:


Bruce Albright
Secretary, Board of Trustees

CONTRACTING OFFICER

FORT BEND INDEPENDENT SCHOOL DISTRICT

By


Jim Rice
President, Board of Trustees

APPROVED AS TO FORM:


John Oldham
Elections Administrator

By



Paul Stewart
Assistant County Attorney

Attachment A

Precincts	Polling Place	Address	City	Zip
4044, 4065	Austin Parkway Elementary	4400 Austin Parkway	SUGAR LAND	77479
2016	Barrington Place HOA	13318 Rosstown Ct	SUGAR LAND	77478
2055, 2056	Briargate Elementary	15817 Blue Ridge Rd	MISSOURI CITY	77489
1114, 2034	Burton Elementary	1625 Hunter Green Lane	FRESNO	77489
4119	Clements High School	4200 Elkins Dr	SUGAR LAND	77479
4011	Colony Bend Elementary	2720 Planters St	SUGAR LAND	77479
4047, 4079, 4084	Colony Meadows Elementary	4510 Sweetwater Blvd	SUGAR LAND	77479
4129	Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND	77479
3083(p)	Crockett Middle School	19001 Beechnut	RICHMOND	77469
2061, 2108	Elkins High School	7007 Knights Ct	MISSOURI CITY	77459
4131	First Colony Conference Center	2140 First Colony Blvd	SUGAR LAND	77479
4102	Fort Settlement Middle School	5440 Elkins Rd	SUGAR LAND	77479
4045, 4071, 4125, 4126	Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND	77478
2101, 2106	George Bush High School	6707 FM 1464	RICHMOND	77469
2077	Glover Elementary School	1510 Columbia Blue Dr	MISSOURI CITY	77489
4046, 4121	Highlands Elementary	2022 Colonist Park	SUGAR LAND	77478
2050, 2116	Hunters Glen Elementary	695 Independence Blvd	MISSOURI CITY	77459
4042, 4080	Imperial Park Community Center	234 Matlodge Way	SUGAR LAND	77478
4029, 4105	Knights of Columbus Hall	702 Burney Rd	SUGAR LAND	77478
2033, 2036, 2090, 2091	Lantern Lane Elementary	3323 Mission Valley Dr	MISSOURI CITY	77459
4049, 4127	Lexington Creek Elementary	2335 Dulles Ave	MISSOURI CITY	77459
4140	Lost Creek Park	3703 Lost Creek Blvd	SUGAR LAND	77479
2092, 2093,	Meadowcreek Clubhouse	2410 LaQuinta Dr	MISSOURI CITY	77459
2022	Meadows Place City Hall	One Trojan Dr	MEADOWS PLACE	77477
2066, 2099, 2100, 3113	Mission Bend Elementary	16200 Beechnut St	HOUSTON	77083
2059, 2075, 2081	Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77459
1109, 1134	Mustang Community Center	4521 FM 521	FRESNO	77545
4082(p), 4117(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND	77469
4062	Palmer Elementary	4208 Crow Valley Dr	MISSOURI CITY	77459
3104, 3005(p), 3041(p), 3063(p)	Pecan Grove Elementary	3330 Old South Dr	RICHMOND	77406
2089	Quail Green Clubhouse	2605 Spring Place Dr	MISSOURI CITY	77489
2115, 2136	Quail Valley East Clubhouse	2206 Turtle Creek Dr	MISSOURI CITY	77459
4028, 2078(p), 2060(p), 2112(p), 2137(p), 2088(p)	Quail Valley Elementary	3500 Quail Village	MISSOURI CITY	77459
4030	Quail Valley Middle School	3019 FM 1092	MISSOURI CITY	77459
2023, 2123	Ridgemont Early Childhood Cente	5353 Ridge Creek Circle	HOUSTON	77053
4064, 4111	Settlers Way Elementary	3015 Settlers Way Blvd	SUGAR LAND	77479
1097, 1118	Sienna Crossing Elementary	10011 Steep Bank Trace	MISSOURI CITY	77459
3009	Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND	77478
4107, 4027	Sugar Lakes Club House	930 Sugar Lakes Dr	SUGAR LAND	77478
4020, 4035, 3053	Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND	77478

Attachment A

<u>Precincts</u>	<u>Polling Place</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
4110	Sugar Land City Hall	2700 Town Center Blvd, North	SUGAR LAND	77478
3032, 2043, 4086, 3098	Townewest Elementary	13927 Old Richmond Rd	SUGAR LAND	77498
4026, 4039, 4124, 4135	Walker Station Elementary	6200 Homeward Way Blvd	SUGAR LAND	77478

Revised: 02/13/2014

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Fort Bend County Rosenberg Annex – 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX
James Bowie Middle School – 700 Plantation Dr, Richmond, TX
Randall's – 5800 New Territory Blvd., Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX
Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	10:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Fort Bend County Road & Bridge – 3743 School Street, Needville, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 - May 2, 2014	7:30 a.m. to 4:30 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 - 6, 2014	7:00 a.m. to 7:00 p.m.

Fort Bend ISD proposed Election Services Contract
Estimate for the conduct of the May 10, 2014 Joint Election

A. Statistical Information

1. Number of Registered Voters	<u>208,037</u>
2. Number of Precincts	<u>97</u>
3. Number of election day polling places (excluding early voting)	<u>43</u>
4. Number of polling places shared with another entity	<u>43</u>
5. Number of public buildings used as polling places	<u>36</u>
6. Number of early voting stations	<u>17</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>40</u>	<u>\$11</u>	x	<u>90</u>	/	<u>2</u>	<u>\$19,800</u>
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>42</u>	<u>4</u>	x	<u>17</u>	x	<u>\$10</u>	<u>/</u> <u>2</u> <u>\$14,280</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>6</u>	x	<u>10</u>	x	<u>\$10</u>	<u>/</u> <u>10</u> <u>\$60</u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))						<u>\$1,500</u>	Actual
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	<u>5</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$88</u>	
	Units	x	Rate	/	Entities		
c. Early Voting laptop PC's	<u>5</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$313</u>	
c. Early Voting label printers	<u>5</u>	x	<u>\$25</u>	/	<u>2</u>	<u>\$63</u>	
d. Early Voting JBCs	<u>5</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$313</u>	
e. Early Voting eSlates	<u>30</u>	x	<u>\$125</u>	/	<u>2</u>	<u>\$1,875</u>	
f. Early Voting DAUs	<u>5</u>	x	<u>\$150</u>	/	<u>2</u>	<u>\$375</u>	
g. Cell Phones - 9 days	<u>5</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$88</u>	
Election Day							
h. Election Day supply kits	<u>42</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$735</u>	

Attachment C

i.	Election Day JBCs		<u>42 x \$125 /</u>	<u>2</u>	\$2,625	
k.	Election Day DAUs		<u>42 x \$150 /</u>	<u>2</u>	\$3,150	
l.	Election Day laptop PC's		<u>42 x \$50 /</u>	<u>2</u>	\$1,050	
m.	Election Day label printers		<u>15 x \$25 /</u>	<u>2</u>	\$525	
		Units - Free	x Rate /			
n.	Election Day eSlates	<u>200-2)</u>	<u>198 x \$125 /</u>	<u>2</u>	\$12,375	
o.	Election Day Cell Phones		<u>42 x \$7 /</u>	<u>2</u>	\$147	
5.	Preparation and transportation of voting equipment & supplies					
a.	Early Voting & Election Day				\$1,500	
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				\$150	
8.	Miscellaneous election expenses (itemize)					
a.	General					
	Ballot Layout & Coding				\$300	
	Absentee Ballots -Printed & Mailed @ \$1.00				\$2,000	
	Mileage reimbursements				\$250	
	Election Day Field Techs & other Temp workers				\$1,000	
					\$0	
					\$0	
	SUBTOTAL				\$64,960	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a.	Election				\$6,496	
10.	Cost of Joint election				\$71,456	

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 Stafford Municipal School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 10, 2014 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 Stafford Municipal School District is holding a General Election on May 10, 2014 (at the expense of Political Subdivision) for the purpose of electing School 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 May 10, 2014 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 9, 2014 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 10, 2014 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. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. 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 Stafford MSD as determined by the Human Resources Department of the Stafford Municipal 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 \$5,909.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,545.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 10, 2014 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 (March 10, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 14, 2014) 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 (March 17, 2014), 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:

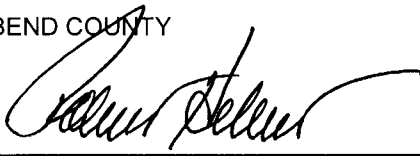
- (1) It has on the 1 day of April, 2014 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2014 been executed on behalf of the Stafford Municipal School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Stafford Municipal School District.

ATTEST:



Dianne Wilson, County Clerk

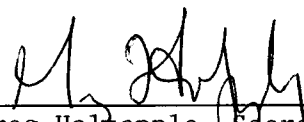
FORT BEND COUNTY

By 

Robert E. Hebert, County Judge




ATTEST:



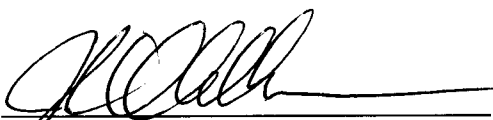
Greg Holsapple, Secretary
Stafford MSD

STAFFORD MUNICIPAL SCHOOL DISTRICT

By 

Ed Castillo, President
Stafford MSD

CONTRACTING OFFICER



John Oldham
Elections Administrator

APPROVED AS TO FORM:

By 

Paul Stewart
Assistant County Attorney

ATTACHMENT A

May 10, 2014 polling place for the City of Stafford election.
Polls will be open from 7:00 A.M. until 7:00 P.M.

ELECTION DAY POLLING PLACE

Stafford City Hall
2610 South Main
Stafford, Texas 77477

PRECINCTS

2060(p), 2070, 2088(p)
2096, 2112(p), 2137(p),
2138, 2139, 3069
HC-462(p), HC-506(p)

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Fort Bend County Rosenberg Annex – 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX
James Bowie Middle School – 700 Plantation Dr, Richmond, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	8:00 a.m. to 5:00 p.m.
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	10:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

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

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 7:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Early Voting Schedule May 10, 2014 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Fort Bend County Road & Bridge – 3743 School Street, Needville, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 – May 2, 2014	8:00 a.m. to 5:00 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday - Tuesday	May 5 – 6, 2014	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 28 - May 2, 2014	7:30 a.m. to 4:30 p.m.
Saturday	May 3, 2014	CLOSED
Sunday	May 4, 2014	CLOSED
Monday – Tuesday	May 5 - 6, 2014	7:00 a.m. to 7:00 p.m.

**Stafford MSD proposed Election Services Contract
Estimate for the conduct of the May 10, 2014 Joint Election**

A. Statistical Information

1. Number of Registered Voters	<u>8,299</u>
2. Number of Precincts	<u>9</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>17</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>6</u> x <u>\$11</u> x <u>80</u> / <u>2</u>	<u>\$2,640</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>\$10</u> / <u>2</u>	<u>\$340</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>6</u> x <u>10</u> x <u>\$10</u> / <u>10</u>	<u>\$60</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	<u>\$150</u>	Actual
4. Election supplies & equipment		
Early Voting		
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>8</u> x <u>\$125</u> / <u>2</u>	<u>\$500</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>\$35</u> / <u>2</u>	<u>\$35</u>	
Election Day		
h. Election Day supply kits <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$18</u>	

Attachment C

i.	Election Day JBCs		<u>1 x \$125 / 2</u>	\$63	
k.	Election Day DAUs		<u>1 x \$150 / 2</u>	\$75	
l.	Election Day laptop PC's		<u>1 x \$50 / 2</u>	\$25	
m.	Election Day label printers		<u>1 x \$25 / 2</u>	\$25	
		Units - Free	x Rate /		
n.	Election Day eSlates	<u>7-2)</u>	<u>5 x \$125 / 2</u>	\$313	
o.	Election Day Cell Phones		<u>1 x \$7 / 2</u>	\$4	
5.	Preparation and transportation of voting equipment & supplies				
a.	Early Voting & Election Day			\$50	
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)				
a.	Election (number of polling places rented)			\$0	
7.	Publication of electronic voting system notices) (TEC § 127.096(a))				
a.	Election			\$25	
8.	Miscellaneous election expenses (itemize)				
a.	General				
	Ballot Layout & Coding			\$300	
	Absentee Ballots -Printed & Mailed @ \$1.00			\$100	
	Mileage reimbursements			\$40	
	Election Day Filed Techs & other Temp workers			\$150	
				\$0	
				\$0	
	SUBTOTAL			\$5,372	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))				
a.	Election			\$537	
10.	Cost of Joint election			\$5,909	