

## **19. ELECTIONS ADMINISTRATION:**

Take all appropriate on Joint Election Agreements between Fort Bend County and the following political subdivisions for the November 4, 2014 General Election:

Katy Independent School District – 2 originals  
Fort Bend Independent School District – 4 originals  
Lamar Consolidated Independent School District – 3 originals  
City of Katy – 3 originals  
City of Kendleton – 2 originals  
Fort Bend County Water Control and Improvement District No.2 – 3 originals  
Fort Bend County Fresh Water Supply District No. 1 – 2 originals  
Burney Road Municipal Utility District – 2 originals

10/20/2014 all originals returned to John Oldham @ Elections

THE STATE OF TEXAS  
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Katy Independent School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 Katy Independent School District is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

I. 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 IX of this contract.

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 Katy Independent School District as determined by the Human Resources Department of the Katy Independent School District.

#### V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XV. 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](http://www.fortbendvotes.org)".

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

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

## IX. 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.

## X. 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.

## XI. 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.

## XII. 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.

### XIII. 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.

### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$26,849.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$16,110.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election 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.

#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63th day before the election (September 2, 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 57th day before Election Day (September 8, 2014), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

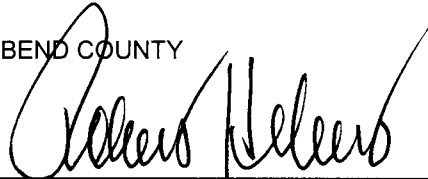
IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 14 day of October, 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 Katy Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Katy Independent School District.

ATTEST:

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

FORT BEND COUNTY

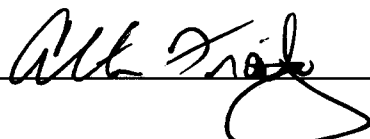
By   
\_\_\_\_\_  
Robert E. Hebert, County Judge



ATTEST:

  
\_\_\_\_\_  
Shaun Powell, Presiding Officer

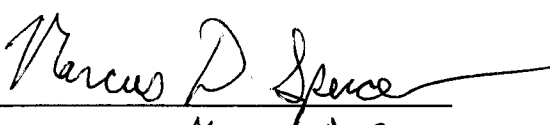
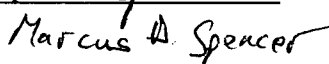
KATY INDEPENDENT SCHOOL DISTRICT

By   
\_\_\_\_\_  
Shaun Powell, Presiding Officer

CONTRACTING OFFICER

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

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
~~Paul Stewart~~   
Assistant County Attorney



Attachment A

<u>Precincts</u>	<u>Polling Place</u>	<u>Address</u>	<u>City</u>
3004	McMeans Junior High School	21000 Westheimer Parkway	KATY
3006(p)	Irene Stern Community Center	6920 Fulshear-Katy Road	FULSHEAR
3014	Katy ISD Administration Building	6301 S. Stadium Ln	KATY
3038	Seven Lakes High School	9251 S. Fry Rd	KATY
3122	The Golf Club at Cinco Ranch	23030 Cinco Ranch Blvd	KATY
3130	Cinco Ranch High School, 9th Grade Ctr	23440 Cinco Ranch Blvd	KATY
3132	Beck Junior High School	5200 S. Fry Rd	KATY
3133	Beck Junior High School	5200 S. Fry Rd	KATY
3142	Beckendorf Junior High School	8200 S. Fry Rd	KATY
3143	Seven Lakes High School	9251 S. Fry Rd	KATY
3144	Beckendorf Junior High School	8200 S. Fry Rd	KATY

Attachment A


## Fort Bend County Early Voting Schedule November 4, 2014 General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX  
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX  
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
 FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

## Katy ISD proposed Election Services Contract

### Estimate for the conduct of the November 4, 2014 Joint Election

1.	Number of Registered Voters	55,234
2.	Number of Precincts	11
3.	Number of election day polling places (excluding early voting)	8
4.	Number of polling places shared with another entity	8
5.	Number of public buildings used as polling places	7
6.	Number of early voting stations	19
7.	Voting system:	DRE

						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>16</u> x	<u>\$11</u>	x	<u>130</u> /	<u>2</u>	<u>\$11,440</u>
		Locations x	Clerks x	Hours x	Rate /	Entities	
b. Election day judges / clerks		<u>8</u> x	<u>6</u>	x	<u>17</u> x	<u>\$10</u> /	<u>2</u> <u>\$8,160</u>
2. Early Voting Ballot Board & central counting station personnel							
	(TEC § 87.005, 127.006)						
a. Number of clerks and judge		<u>1</u> x	<u>12</u>	x	<u>20</u> x	<u>\$10</u> /	<u>6</u> <u>\$660</u>
3. Elections Administration Dept. staff overtime							
	(TEC § 31.100(e))						
4. Election supplies & equipment							
Early Voting		Kits x	Cost	/	Entities		
a. Early Voting supply kits		<u>4</u> x	<u>\$35</u>	/	<u>2</u>	<u>\$70</u>	
		Units x	Rate	/	Entities		
c. Early Voting laptop PC's		<u>  </u> x	<u>\$125</u>	/	<u>  </u>	<u>  </u>	<u>  </u>
c. Early Voting label printers		<u>  </u> x	<u>\$25</u>	/	<u>  </u>	<u>  </u>	<u>  </u>
d. Early Voting JBCs		<u>4</u> x	<u>\$125</u>	/	<u>2</u>	<u>\$250</u>	<u>  </u>
e. Early Voting eSlates		<u>4</u> x	<u>\$125</u>	/	<u>2</u>	<u>\$250</u>	<u>  </u>
f. Cell Phones - 9 days		<u>4</u> x	<u>\$35</u>	/	<u>2</u>	<u>\$70</u>	<u>  </u>
Election Day							
h. Election Day supply kits		<u>8</u> x	<u>\$35</u>	/	<u>2</u>	<u>\$280</u>	<u>  </u>
i. Election Day JBCs		<u>8</u> x	<u>\$125</u>	/	<u>2</u>	<u>\$500</u>	<u>  </u>

## Attachment C

j. Election Day laptop PC's	_____ x \$50 /		
k. Election Day label printers	_____ x \$25 /		
	Units - Free x Rate /		
l. Election Day eSlates	_____ 8 x \$125 /	_____ 2	_____ \$500
m. Election Day Cell Phones	_____ 8 x \$7 /	_____ 2	_____ \$28
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		_____ \$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		_____ \$0	_____
Mileage reimbursements		_____ \$100	_____
Election Day Field Techs & other Temp workers		_____ \$750	_____
_____		_____ \$0	_____
_____		_____ \$0	_____
	<i>SUBTOTAL</i>		
		\$24,408	\$0.00
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a. Election		_____ \$2,441	_____
10. Cost of Joint election		_____ \$26,849	_____

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 November 4, 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 Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

I. 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 IX of this contract.

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 ensure 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 XV. 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](http://www.fortbendvotes.org)".

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

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

## IX. 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.

## X. 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.

## XI. 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.

## XII. 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.

### XIII. 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.

### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$79,260.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$47,556.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election, 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.

#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>rd</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 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 14 day of October, 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 18<sup>th</sup> day of August, 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.

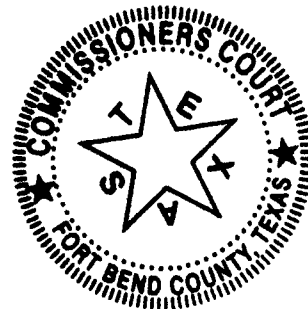
ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By

Robert E. Hebert, County Judge



ATTEST:

FORT BEND INDEPENDENT SCHOOL DISTRICT

By

CONTRACTING OFFICER

John Oldham  
Elections Administrator

APPROVED AS TO FORM:

By

~~Paul Stewart~~ Marcus A. Spencer  
Assistant County Attorney

## Attachment A

Precincts	Polling Place	Address	City
1003	Mustang Community Center	4525 FM 521	FRESNO
1058	Mustang Community Center	4525 FM 521	FRESNO
1094	Mustang Community Center	4525 FM 521	FRESNO
1097	FBC Sienna Branch Library	10011 Steep Bank Trace	MISSOURI CITY
1109	Mustang Community Center	4525 FM 521	FRESNO
1114	FBC MUD 23/M.R. Massey Admin Bldg	1625 Hunter Green Lane	HOUSTON
1118	FBC Sienna Branch Library	10011 Steep Bank Trace	MISSOURI CITY
1134	Mustang Community Center	4525 FM 521	FRESNO
2016	Barrington Place HOA	13318 Rosstown Ct	SUGAR LAND
2017	Briargate Elementary School	15817 Blue Ridge Road	MISSOURI CITY
2022	Meadows Place City Hall	One Troyan Dr	MEADOWS PLACE
2023	Ridgemont Early Childhood Center	5353 Ridge Creek Circle	HOUSTON
2033	Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY
2034	FBC MUD 23/M.R. Massey Admin Bldg	1625 Hunter Green Lane	FRESNO
2036	Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY
2043	Southwest Calvary Baptist Church	12910 West Belfort Dr	HOUSTON
2050	Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY
2051	Chasewood Clubhouse	7622 Chasewood Dr	MISSOURI CITY
2052	Briarchase Missionary Baptist Church	16000 Blue Ridge Rd	MISSOURI CITY
2055	Willow Ridge High School	16301 Chimney Rock Rd	HOUSTON
2056	Ridgegate Elementary School	6015 West Ridgecreek Dr.	HOUSTON
2059	Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY
2060(p)	Bethel Missionary Baptist Church	631 Avenue E	STAFFORD
2061	Elkins High School	7007 Knights Ct	MISSOURI CITY
2066	Mission Glen Elementary School	16053 Mission Glen	HOUSTON
2075	Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY
2077	Glover Elementary School	1510 Columbia Blue Dr	MISSOURI CITY
2078(p)	Fifth Street Community Center	3110 Fifth Street	STAFFORD
2081	FBC East End Annex	303 Texas Parkway	MISSOURI CITY
2088(p)	Stafford Civic Center	1415 Constitution Ave	STAFFORD
2089	Quail Green Clubhouse	2605 Spring Place Dr	MISSOURI CITY
2090	Lantern Lane Elementary	3323 Mission Valley Dr	MISSOURI CITY
2091	Lantern Lane Elementary	3323 Mission Valley Dr	MISSOURI CITY
2092	Meadowcreek Clubhouse	2410 LaQuinta Dr	MISSOURI CITY
2093	Meadowcreek Clubhouse	2410 LaQuinta Dr	MISSOURI CITY
2099	Providence Clubhouse	9114 Woodleigh Dr	HOUSTON
2100	Mission Bend Elementary School	16200 Beechnut St	HOUSTON
2101	George Bush High School	6707 FM 1464	RICHMOND
2106	Barbara Jordan Elementary School	17800 West Oaks Village Dr	RICHMOND
2108	Elkins High School	7007 Knights Ct	MISSOURI CITY
2112(p)	Fifth Street Community Center	3110 Fifth Street	STAFFORD
2115	Quail Valley East Clubhouse	2206 Turtle Creek Dr	MISSOURI CITY
2116	Missouri City Baptist Church	16816 Quail Park Dr	MISSOURI CITY
2123	Blue Ridge Elementary School	6241 McHard Road	HOUSTON
2136	Quail Valley East Clubhouse	2206 Turtle Creek Dr	MISSOURI CITY
2137(p)	Bethel Missionary Baptist Church	631 Avenue E	STAFFORD

## Attachment A

Precincts	Polling Place	Address	City
3005(p)	Swinging Door Restaurant	3818 FM 359	RICHMOND
3009	Sugar Creek Country Club	420 Sugar Creek Blvd	SUGAR LAND
3032	Townewest Towne Hall	10322 Old Towne Lane	SUGAR LAND
3041(p)	Austin Elementary School	1630 Pitts Rd	RICHMOND
3053	Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND
3063(p)	Austin Elementary School	1630 Pitts Rd	RICHMOND
3083(p)	Crockett Middle School	19001 Beechnut	RICHMOND
3098	Townewest Towne Hall	10322 Old Towne Lane	SUGAR LAND
3104	Pecan Grove Elementary	3330 Old South Dr	RICHMOND
3113	Hodges Bend Middle School	16510 Bissonnet	HOUSTON
4011	Colony Bend Elementary School	2720 Planters St	SUGAR LAND
4020	Sugar Land Church of God	1715 Eldridge Rd	SUGAR LAND
4026	Walker Station Elementary School	6200 Homeward Way Blvd	SUGAR LAND
4027	Sugar Lakes Club House	930 Sugar Lakes Dr	SUGAR LAND
4028	Quail Valley Elementary School	3500 Quail Village	MISSOURI CITY
4029	Knights of Columbus Hall	702 Burney Rd	SUGAR LAND
4030	Quail Valley Middle School	3019 FM 1092	MISSOURI CITY
4035	Eldridge Park Conference Center	2511 Eldridge Road	SUGAR LAND
4039	Brazos Bend Elementary School	621 Cunningham Creek Blvd	SUGAR LAND
4042	Imperial Park Community Center	234 Matlodge Way	SUGAR LAND
4044	Austin Parkway Elementary School	4400 Austin Parkway	SUGAR LAND
4045	Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND
4046	Highlands Elementary School	2022 Colonist Park	SUGAR LAND
4047	Colony Meadows Elementary School	4510 Sweetwater Blvd	SUGAR LAND
4049	Brightwater Clubhouse	2410 Brightwater	MISSOURI CITY
4062	Palmer Elementary School	4208 Crow Valley Dr	MISSOURI CITY
4064	Settlers Way Elementary School	3015 Settlers Way Blvd	SUGAR LAND
4065	Austin Parkway Elementary	4400 Austin Parkway	SUGAR LAND
4071	Oak Lake Baptist Church	15555 W Airport Blvd	SUGAR LAND
4079	Colony Meadows Elementary	4510 Sweetwater Blvd	SUGAR LAND
4080	First Colony Church of Christ	2140 First Colony Blvd	SUGAR LAND
4082(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND
4084	Colony Meadows Elementary School	4510 Sweetwater Blvd	SUGAR LAND
4086	Rita Drabek Elementary School	11325 Lake Woodbridge Dr	SUGAR LAND
4102	Fort Settlement Middle School	5440 Elkins Rd	SUGAR LAND
4105	Knights of Columbus Hall	702 Burney Rd	SUGAR LAND
4107	Sugar Lakes Club House	930 Sugar Lakes Dr	SUGAR LAND
4110	Sugar Land City Hall	2700 Town Center Blvd, North	SUGAR LAND
4111	Settlers Park H.O.A.	3010 Settlers Way Blvd	SUGAR LAND
4117(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND
4119	Clements High School	4200 Elkins Dr	SUGAR LAND
4121	Highlands Elementary	2022 Colonist Park	SUGAR LAND
4124	Brazos Bend Elementary School	621 Cunningham Creek Blvd	SUGAR LAND
4125	Garcia Middle School	18550 Old Richmond Rd	SUGAR LAND
4126	Oak Lake Baptist Church	15555 W Airport Blvd	SUGAR LAND
4127	Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY

Attachment A

Precincts	Polling Place	Address	City
4129	Commonwealth Clubhouse	4330 Knightsbridge Blvd	SUGAR LAND
4131	First Colony Conference Center	2140 First Colony Blvd	SUGAR LAND
4135	Sartatia Middle School	8125 Homeward Way	SUGAR LAND
4140	Lost Creek Park	3703 Lost Creek Blvd	SUGAR LAND



## Fort Bend County Early Voting Schedule November 4, 2014 General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
Meadows Place City Hall – One Trojan Dr., Meadows Place, TX  
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX  
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
(NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

## Attachment C

**Fort Bend ISD proposed Election Services Contract  
Estimate for the conduct of the November 4, 2014 Joint Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>212,401</u>
2. Number of Precincts	<u>97</u>
3. Number of election day polling places (excluding early voting)	<u>65</u>
4. Number of polling places shared with another entity	<u>65</u>
5. Number of public buildings used as polling places	<u>56</u>
6. Number of early voting stations	<u>19</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>44</u> x <u>\$11</u> x <u>130</u> / <u>2</u>	<u>\$31,460</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>64</u> <u>4</u> x <u>16</u> x <u>\$10</u> / <u>2</u>	<u>\$20,480</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>12</u> x <u>20</u> x <u>\$10</u> / <u>10</u>	<u>\$660</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))		
4. Election supplies & equipment		
Early Voting		
Kits x Cost / Entities		
a. Early Voting supply kits <u>13</u> x <u>\$35</u> / <u>2</u>	<u>\$455</u>	
Units x Rate / Entities		
c. Early Voting laptop PC's <u>      </u> x <u>\$125</u> / <u>      </u>		
c. Early Voting label printers <u>      </u> x <u>\$25</u> / <u>      </u>		
d. Early Voting JBCs <u>13</u> x <u>\$125</u> / <u>2</u>	<u>\$1,573</u>	
e. Early Voting eSlates <u>13</u> x <u>\$125</u> / <u>2</u>	<u>\$1,573</u>	
f. Cell Phones - 9 days <u>13</u> x <u>\$35</u> / <u>2</u>	<u>\$228</u>	
Election Day		
Units x Rate / Entities		
h. Election Day supply kits <u>65</u> x <u>\$35</u> / <u>2</u>	<u>\$1,137</u>	
i. Election Day JBCs <u>65</u> x <u>\$125</u> / <u>2</u>	<u>\$4,062</u>	

## Attachment C

j. Election Day laptop PC's	_____ x \$50 /		
k. Election Day label printers	_____ x \$25 /		
	Units - Free x Rate /		
l. Election Day eSlates	<u>1 65 x \$125 /</u>	<u>2</u>	<u>\$4,062</u>
m. Election Day Cell Phones	<u>65 x \$7 /</u>	<u>2</u>	<u>\$228</u>
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		<u>\$1,500</u>	<u>          </u>
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a. Election (number of polling places rented)		<u>\$1,988</u>	<u>          </u>
7. Publication of electronic voting system notices ) (TEC § 127.096(a))			
a. Election		<u>\$300</u>	<u>          </u>
8. Miscellaneous election expenses (itemize)			
a. General			
Ballot Layout & Coding		<u>\$300</u>	<u>          </u>
Absentee Ballots -Printed & Mailed @ \$1.00		<u>          </u>	<u>          </u>
Mileage reimbursements		<u>\$250</u>	<u>          </u>
Election Day Field Techs & other Temp workers		<u>\$1,800</u>	<u>          </u>
_____		<u>\$0</u>	<u>          </u>
_____		<u>\$0</u>	<u>          </u>
	<i>SUBTOTAL</i>	<b>\$72,055</b>	<b>\$0.00</b>
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a. Election		<u>\$7,205</u>	<u>          </u>
10. Cost of Joint Election		<u>\$79,260</u>	<u>          </u>

THE STATE OF TEXAS  
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Lamar Consolidated Independent School District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 Lamar Consolidated Independent School District is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

I. 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 IX of this contract.

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 ensure 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 Lamar Consolidated Independent School District as determined by the Human Resources Department of the Lamar Consolidated 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 XV. 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](http://www.fortbendvotes.org)".

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

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



## IX. 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.

## X. 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.

## XI. 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.

## XII. 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.

### XIII. 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.

### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$33,282.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$19,692.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election, 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.

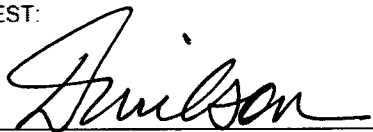
#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th<sup>th</sup> day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>th</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 2014), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

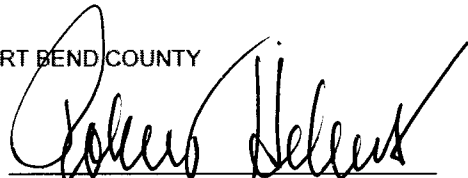
IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

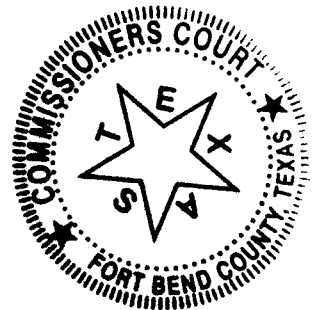
- (1) It has on the 14 day of October, 2014 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 19th day of August, 2014 been executed on behalf of the Lamar Consolidated Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Lamar Consolidated Independent School District.

ATTEST:

  
Dianne Wilson, County Clerk

FORT BEND COUNTY


By   
Robert E. Hebert, County Judge




ATTEST:



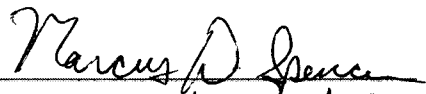

CONTRACTING OFFICER

  
John Oldham  
Elections Administrator

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By 

APPROVED AS TO FORM:

By   
  
Paul Stewart  
Assistant County Attorney

Attachment A

<b><u>Precincts</u></b>	<b><u>Polling Place</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>
1001	George Memorial Library	1101 Golfview Dr	RICHMOND
1002	Kendleton Church of God	619 FM 2919	KENDLETON
1007	Cindy's Palace	1102 FM 2977	RICHMOND
1010	Knights of Columbus Hall - Needville	13631 Hwy 36	NEEDVILLE
1012	Fellowship Church of Fort Bend	1110 Bamore Rd	ROSENBERG
1013	Calvary Baptist Church	4111 Airport Rd	ROSENBERG
1015	Friedens United Church of Christ	7526 Avenue I	BEASLEY
1018	Fairchilds Fire Department	8715 Fairchilds Rd	FAIRCHILDS
1024	Friedens United Church of Christ	7526 Avenue I	BEASLEY
1025	Agriculture Extension Building "D"	4310 Highway 36 South	ROSENBERG
1037	Travis Elementary School	2700 Avenue K	ROSENBERG
1040	Richmond Water Maintenance Facility	110 N. 8th St	RICHMOND
1048	FBC Rosenberg Annex	4520 Reading Rd	ROSENBERG
1054	Fellowship Church of Fort Bend	1110 Bamore Rd	ROSENBERG
1067	Williams Elementary School	5111 FM 762	RICHMOND
1072	George Memorial Library	1101 Golfview Dr	RICHMOND
1073	Smith Elementary School	2014 Lamar Dr	RICHMOND
1074	George Junior High School	4601 FM 762	ROSENBERG
1076	RiverPark Recreation Center	5875 Summit Creek Drive	SUGAR LAND
1085	Williams Elementary School	5111 FM 762	RICHMOND
1087	Campbell Elementary School	1000 Shadow Bend Dr	SUGAR LAND
1103	Pecan Grove Baptist Church	1727 FM 359	RICHMOND
1120	Dickinson Elementary School	7110 Greatwood Pkwy	SUGAR LAND
1128	Greatwood Retirement Center	7001 Riverbrook	SUGAR LAND
3019	Simonton City Hall	35011 FM 1093	SIMONTON
3005(p)	Swinging Door Restaurant	3818 FM 359	RICHMOND
3006(p)	Irene Stern Community Center	6920 Fulshear-Katy Road	FULSHEAR
3041(p)	Austin Elementary School	1630 Pitts Rd	RICHMOND
3057(p)	Swinging Door Restaurant	3818 FM 359	RICHMOND
3063(p)	Austin Elementary School	1630 Pitts Rd	RICHMOND
3083(p)	Crockett Middle School	19001 Beechnut	RICHMOND
3095(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND
4082(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND
4117(p)	Oakland Elementary School	4455 Waterside Estate Dr	RICHMOND

## Fort Bend County Early Voting Schedule November 4, 2014 General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
Meadows Place City Hall – One Trojan Dr., Meadows Place, TX  
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX  
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
 FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

**Lamar CISD proposed Election Services Contract  
Estimate for the conduct of the November 4, 2014 Joint Election**

1.	Number of Registered Voters	119,134
2.	Number of Precincts	34
3.	Number of election day polling places (excluding early voting)	26
4.	Number of polling places shared with another entity	20
5.	Number of public buildings used as polling places	26
6.	Number of early voting stations	19
7.	Voting system:	DRE

						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>18</u> x	<u>\$11</u> x	<u>130</u> /	<u>2</u>	<u>\$12,870</u>	
		Locations x	Clerks x	Hours x	Rate /	Entities	
b.	Election day judges / clerks	<u>26</u> x	<u>4</u> x	<u>17</u> x	<u>\$10</u> /	<u>2</u>	<u>\$8,840</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>12</u> x	<u>20</u> x	<u>\$10</u> /	<u>10</u>	<u>\$660</u>
3.	Elections Administration Dept. staff overtime						
	(TEC § 31.100(e))						
4.	Election supplies & equipment						
	Early Voting	Kits x	Cost /	Entities			
a.	Early Voting supply kits	<u>4</u> x	<u>\$35</u> /	<u>2</u>		<u>\$70</u>	
		Units x	Rate /	Entities			
c.	Early Voting laptop PC's	<u>      </u> x	<u>\$125</u> /	<u>      </u>		<u>      </u>	<u>      </u>
c.	Early Voting label printers	<u>      </u> x	<u>\$25</u> /	<u>      </u>		<u>      </u>	<u>      </u>
d.	Early Voting JBCs	<u>      </u> x	<u>\$125</u> /	<u>      </u>		<u>      </u>	<u>      </u>
e.	Early Voting eSlates	<u>      </u> x	<u>\$125</u> /	<u>      </u>		<u>      </u>	<u>      </u>
f.	Cell Phones - 9 days	<u>4</u> x	<u>\$35</u> /	<u>2</u>		<u>\$70</u>	
	Election Day						
h.	Election Day supply kits	<u>26</u> x	<u>\$35</u> /	<u>2</u>		<u>\$455</u>	<u>      </u>
i.	Election Day JBCs	<u>26</u> x	<u>\$125</u> /	<u>2</u>		<u>\$1,625</u>	<u>      </u>

j. Election Day laptop PC's	_____	x	\$50	/
k. Election Day label printers	_____	x	\$25	/
	Units - Free	x	Rate	/
l. Election Day eSlates	26	x	\$125	/
m. Election Day Cell Phones	26	x	\$7	/

5.	Preparation and transportation of voting equipment & supplies			
a.	Early Voting & Election Day	\$800		
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a.	Election (number of polling places rented)	\$1,400		
7.	Publication of electronic voting system notices ) (TEC § 127.096(a))			
a.	Election	\$300		
8.	Miscellaneous election expenses (itemize)			
a.	General			
	Ballot Layout & Coding	\$300		
	Absentee Ballots -Printed & Mailed @ \$1.00	\$0		
	Mileage reimbursements	\$150		
	Election Day Field Techs & other Temp workers	\$1,000		
		\$0		
		\$0		
	<i>SUBTOTAL</i>			\$0.00
		\$30,256		
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a.	Election	\$3,026		
10.	Cost of Joint Election	\$33,282		



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 Katy hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 Katy is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

### I. 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 IX of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 Katy as determined by the Human Resources Department of the City of Katy.

#### 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 XV. 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](http://www.fortbendvotes.org)".

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

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

## IX. 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

### XIII. 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.

### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$3,751.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,143.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election, 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.

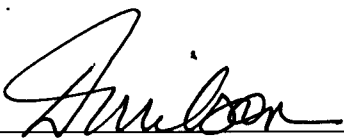
XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th<sup>1</sup> day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>th</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 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:

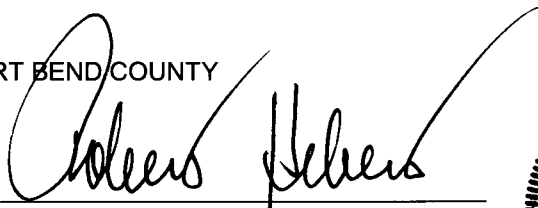
- (1) It has on the 14 day of October, 2014 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 6th day of October, 2014 been executed on behalf of the City of Katy by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Katy.

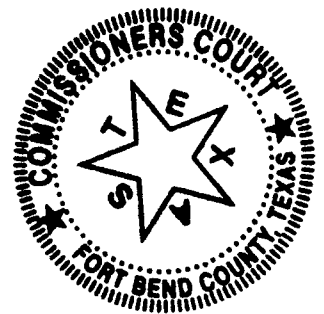
ATTEST:

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

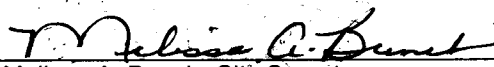
FORT BEND COUNTY

By

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

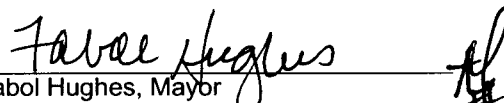


ATTEST:

  
\_\_\_\_\_  
Melissa A. Bunch, City Secretary

CITY OF KATY

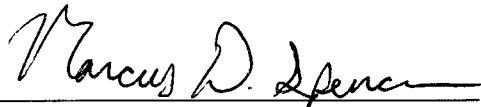
By

  
\_\_\_\_\_  
Fabol Hughes, Mayor

CONTRACTING OFFICER

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

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
~~Paul Stewart~~ Marcus D. Spencer  
Assistant County Attorney

Attachment A

<b>Precincts</b>	<b>Polling Place</b>	<b>Address</b>	<b>City</b>
3014	Katy ISD Administration Building	6301 S. Stadium Ln	KATY



## Fort Bend County Early Voting Schedule November 4, 2014 General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX  
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Chasewood Clubhouse - 7622 Chasewood Drive, Missouri City, TX  
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
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Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
(NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

## Attachment C

**City of Katy proposed Election Services Contract**  
**Estimate for the conduct of the November 4, 2014 Joint Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>1,132</u>
2. Number of Precincts	<u>1</u>
3. Number of election day polling places (excluding early voting)	<u>1</u>
4. Number of polling places shared with another entity	<u>1</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>19</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)		
<div> <div>Clerks x Rate x Hours / Entities</div> <div>a. Early voting judges / clerks <u>4</u> x <u>\$11</u> x <u>130</u> / <u>3</u></div> </div>	<u>\$1,907</u>	
<div> <div>Locations x Clerks x Hours x Rate / Entities</div> <div>b. Election day judges / clerks <u>1</u> <u>5</u> x <u>17</u> x <u>\$10</u> / <u>3</u></div> </div>	<u>\$284</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>12</u> x <u>20</u> x <u>\$10</u> / <u>6</u>	<u>\$50</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))		
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$11</u>	
c. Early Voting laptop PC's <u>1</u> x <u>\$125</u> / <u>1</u>		
c. Early Voting label printers <u>1</u> x <u>\$25</u> / <u>1</u>		
d. Early Voting JBCs <u>1</u> x <u>\$125</u> / <u>1</u>	<u>\$42</u>	
e. Early Voting eSlates <u>1</u> x <u>\$125</u> / <u>1</u>	<u>\$42</u>	
f. Cell Phones - 9 days <u>1</u> x <u>\$35</u> / <u>2</u>	<u>\$12</u>	
Election Day		
h. Election Day supply kits <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$11</u>	
i. Election Day JBCs <u>1</u> x <u>\$125</u> / <u>3</u>	<u>\$42</u>	

## Attachment C

j. Election Day laptop PC's	_____	x	\$50	/		
k. Election Day label printers	_____	x	\$25	/		
	Units - Free	x	Rate	/		
l. Election Day eSlates	3	1 x	\$125	/	_____	\$42
m. Election Day Cell Phones	_____	1 x	\$7	/	3	\$3
5. Preparation and transportation of voting equipment & supplies						
a. Early Voting & Election Day					_____	\$75
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					_____	\$150
8. Miscellaneous election expenses (itemize)						
a. General						
Ballot Layout & Coding					_____	\$300
Absentee Ballots -Printed & Mailed @ \$1.00					_____	
Mileage reimbursements					_____	\$75
Election Day Field Techs & other Temp workers					_____	\$200
					_____	\$0
					_____	\$0
	<i>SUBTOTAL</i>					\$0.00
						\$3,246
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))						
a. Election					_____	\$325
10. Cost of Joint election						\$3,751

**Fort Bend County Elections**

**OCT 02 2014**

**RECEIVED**

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 Kendleton hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 Kendleton is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision). For the purpose of approving, or disapproving, a Sales and Use Tax for the support of a development corporation.

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 IX of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 Kendleton as determined by the Human Resources Department of the City of Kendleton.

#### 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 XV. 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](http://www.fortbendvotes.org)".

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

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

## IX. 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

#### XIII. 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.

#### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$3,201.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$1,921.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election 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.

#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES


The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th<sup>1</sup> day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by

the 63<sup>th</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 2014), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

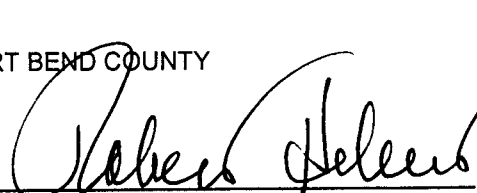
IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 14 day of October, 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 12<sup>th</sup> day of August, 2014 been executed on behalf of the City of Kendleton by its Presiding Officer or authorized representative, pursuant to an action by the Governing body of the City of Kendleton.

ATTEST:

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

FORT BEND COUNTY


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




ATTEST:

  
\_\_\_\_\_  
Veronica Harris

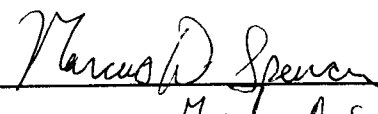
CITY OF KENDLETON

By   
\_\_\_\_\_  
Paul Stewart

CONTRACTING OFFICER

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

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
~~Paul Stewart~~ Marcus D. Spencer  
Assistant County Attorney

THE STATE OF TEXAS  
COUNTY OF FORT BEND

## JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Water Control & Improvement District No. 2, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 County Water Control & Improvement District No. 2 is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

### I. 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 IX of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 ensure 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 County W.C.I.D. No. 2 as determined by the Human Resources Department of the 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 XV. 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](http://www.fortbendvotes.org)".

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

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

#### IX. 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

#### XIII. 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.

#### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$7,689.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$4,613.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election 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.

#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70th day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>th</sup> day before the election (September 2, 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 57th

day before Election Day (September 8, 2014), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

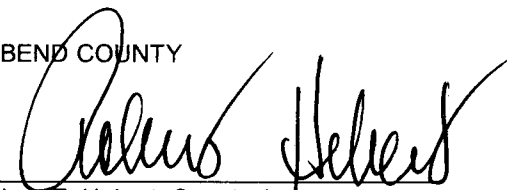
IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 14 day of October, 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 County W.C.I.D. No. 2 by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Fort Bend County Water Control & Improvement District No. 2.


ATTEST:

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

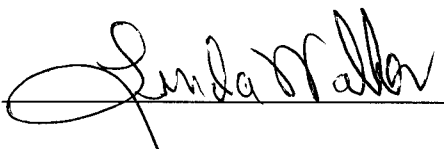
FORT BEND COUNTY

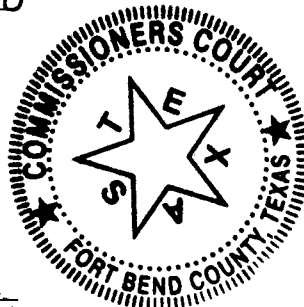
By   
\_\_\_\_\_  
Robert E. Hebert, County Judge

ATTEST:

  
\_\_\_\_\_

FORT BEND COUNTY WCID NO. 2

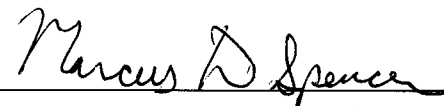
By   
\_\_\_\_\_



CONTRACTING OFFICER

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

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
~~Paul Stewart~~ Marcus D. Spencer  
Assistant County Attorney

## Attachment A

[illegible]

## Fort Bend County Early Voting Schedule November 4, 2014 General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX  
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Attachment B

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX  
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
 FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

## Attachment C

**WCID 2 proposed Election Services Contract  
Estimate for the conduct of the November 4, 2014 Joint Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>13,330</u>
2. Number of Precincts	<u>12</u>
3. Number of election day polling places (excluding early voting)	<u>9</u>
4. Number of polling places shared with another entity	<u>9</u>
5. Number of public buildings used as polling places	<u>6</u>
6. Number of early voting stations	<u>19</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>5</u> x	<u>\$11</u>	x	<u>130</u>	/	<u>3</u>	
						\$2,383	
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>38</u> x	<u>17</u>	x	<u>\$10</u>	/	<u>3</u>	
						\$2,097	
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>1</u>	<u>12</u> x	<u>20</u> x	<u>\$10</u>	/	<u>3</u>	
						\$30	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))							
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	<u>1</u> x	<u>\$35</u>	/	<u>3</u>		\$12	
	Units	x	Rate	/	Entities		
c. Early Voting laptop PC's	<u>1</u> x	<u>\$125</u>	/	<u>3</u>			
c. Early Voting label printers	<u>1</u> x	<u>\$25</u>	/	<u>3</u>			
d. Early Voting JBCs	<u>1</u> x	<u>\$125</u>	/	<u>3</u>		\$42	
e. Early Voting eSlates	<u>3</u> x	<u>\$125</u>	/	<u>3</u>		\$125	
f. Cell Phones - 9 days	<u>1</u> x	<u>\$35</u>	/	<u>3</u>		\$12	
Election Day							
h. Election Day supply kits	<u>9</u> x	<u>\$35</u>	/	<u>3</u>		\$105	
i. Election Day JBCs	<u>9</u> x	<u>\$125</u>	/	<u>3</u>		\$375	

j. Election Day laptop PC's	_____	x \$50	/		
k. Election Day label printers	_____	x \$25	/		
	Units - Free	x Rate	/		
l. Election Day eSlates	_____	9 x \$125	/	_____ 3	_____ \$375
m. Election Day Cell Phones	_____	9 x \$7	/	_____ 3	_____ \$9

5.	Preparation and transportation of voting equipment & supplies		
a.	Early Voting & Election Day	\$225	
6	Polling Place Rental - Election Day (TEC § 43.031, 43.033)		
a.	Election (number of polling places rented)	\$250	
7.	Publication of electronic voting system notices ) (TEC § 127.096(a))		
a.	Election	\$100	
8.	Miscellaneous election expenses (itemize)		
a.	General		
	Ballot Layout & Coding	\$300	
	Absentee Ballots -Printed & Mailed @ \$1.00	\$0	
	Mileage reimbursements	\$100	
	Election Day Field Techs & other Temp workers	\$450	
		\$0	
		\$0	
	<b>SUBTOTAL</b>		\$0.00
		\$6,990	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))		
a.	Election	\$699	
10.	Cost of Joint Election	\$7,689	

THE STATE OF TEXAS  
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Fresh Water Supply District No. 1, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 County Fresh Water Supply District No. 1 is holding a Special Election on November 4, 2014 (at the expense of Political Subdivision) for the purpose of approving, or disapproving the issuance of bonds.

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

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

I. 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 IX of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance



shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 County FWSD No. 1 as determined by the Human Resources Department of the 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 XV. 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](http://www.fortbendvotes.org)".

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

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

## IX. 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

#### XIII. 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.

#### XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$3,910.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,350.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2014 election 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.

#### XV. RESULT OF NON-COMPLIANCE OF DEADLINES


The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 70<sup>th</sup> day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>th</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 2014), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

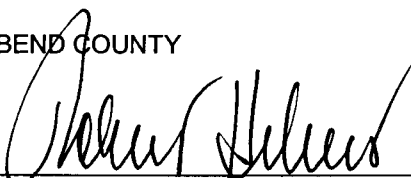
IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

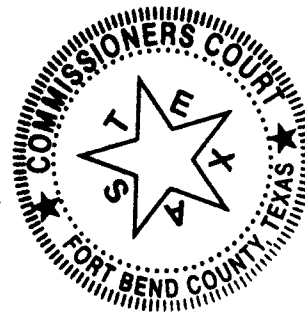
- (1) It has on the 14 day of October, 2014 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 21st day of August, 2014 been executed on behalf of the Fort Bend County FWSD No. 1 by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Fort Bend County Fresh Water Supply District No. 1.

ATTEST:

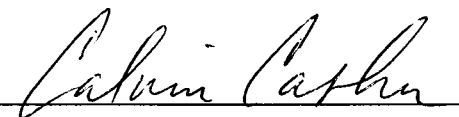
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

FORT BEND COUNTY

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



ATTEST:

  
\_\_\_\_\_


FORT BEND COUNTY FWSD NO. 1

By   
\_\_\_\_\_

CONTRACTING OFFICER

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

APPROVED AS TO FORM:

By   
\_\_\_\_\_  
Paul Stewart      Marcus D. Spencer  
Assistant County Attorney

Attachment A

<b><u>Precincts</u></b>	<b><u>Polling Place</u></b>	<b><u>Address</u></b>	<b><u>City</u></b>
1003	Mustang Community Center	4525 FM 521	FRESNO
1114	FBC MUD 23/M.R. Massey Admin	1625 Hunter Green Lane	HOUSTON
1134	Mustang Community Center	4525 FM 521	FRESNO
2034	FBC MUD 23/M.R. Massey Admin	1625 Hunter Green Lane	FRESNO

# Fort Bend County Early Voting Schedule

## November 4, 2014

### General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
 Meadows Place City Hall – One Troyan Dr., Meadows Place, TX  
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
 Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
 Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
 Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
 FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
 Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.



Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX  
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
 FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

**FWSD 1 proposed Election Services Contract**  
**Estimate for the conduct of the November 4, 2014 Joint Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>1,808</u>
2. Number of Precincts	<u>4</u>
3. Number of election day polling places (excluding early voting)	<u>2</u>
4. Number of polling places shared with another entity	<u>2</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>19</u>
7. Voting system:	<u>DRE</u>

**B. Cost of Election**

						Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)							
	Clerks x	Rate	x	Hours	/	Entities	
a. Early voting judges / clerks	<u>4</u>	x		<u>\$11</u>	x	<u>130</u>	<u>3</u>
						\$1,907	
	Locations x	Clerks x	Hours x	Rate	/	Entities	
b. Election day judges / clerks	<u>2</u>	x	<u>4</u>	x	<u>17</u>	x	<u>\$10</u>
						<u>3</u>	<u>\$453</u>
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)							
a. Number of clerks and judge	<u>1</u>	x	<u>12</u>	x	<u>20</u>	x	<u>\$10</u>
						<u>6</u>	<u>\$50</u>
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))							
4. Election supplies & equipment							
Early Voting	Kits	x	Cost	/	Entities		
a. Early Voting supply kits	<u>1</u>	x	<u>\$35</u>	/	<u>3</u>	<u>\$11</u>	
	Units	x	Rate	/	Entities		
c. Early Voting laptop PC's	<u>1</u>	x	<u>\$125</u>	/	<u>1</u>		
c. Early Voting label printers	<u>1</u>	x	<u>\$25</u>	/	<u>1</u>		
d. Early Voting JBCs	<u>1</u>	x	<u>\$125</u>	/	<u>1</u>	<u>\$42</u>	
e. Early Voting eSlates	<u>1</u>	x	<u>\$125</u>	/	<u>1</u>	<u>\$42</u>	
f. Cell Phones - 9 days	<u>1</u>	x	<u>\$35</u>	/	<u>2</u>	<u>\$12</u>	
Election Day							
h. Election Day supply kits	<u>2</u>	x	<u>\$35</u>	/	<u>3</u>	<u>\$23</u>	
i. Election Day JBCs	<u>2</u>	x	<u>\$125</u>	/	<u>3</u>	<u>\$42</u>	

## Attachment C

j. Election Day laptop PC's	_____ x \$50 /		
k. Election Day label printers	_____ x \$25 /		
	Units - Free x Rate /		
l. Election Day eSlates	_____ 3 1 x \$125 / _____ 3	\$125	
m. Election Day Cell Phones	_____ 2 x \$7 / _____ 3	\$5	
5. Preparation and transportation of voting equipment & supplies			
a. Early Voting & Election Day		\$75	
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)			
a. Election (number of polling places rented)		\$100	
7. Publication of electronic voting system notices ) (TEC § 127.096(a))			
a. Election		\$100	
8. Miscellaneous election expenses (itemize)			
a. General			
Ballot Layout & Coding		\$300	
Absentee Ballots -Printed & Mailed @ \$1.00			
Mileage reimbursements		\$75	
Election Day Field Techs & other Temp workers		\$200	
_____		\$0	
_____		\$0	
	<i>SUBTOTAL</i>	\$3,562	\$0.00
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))			
a. Election		\$356	
10. Cost of Joint election		\$3,910	

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 Burney Road Municipal Utility District hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 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 Burney Road Municipal Utility District is holding a General Election on November 4,, 2014 (at the expense of Political Subdivision) for the purpose of electing Directors.

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

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

### I. ADMINISTRATION

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

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

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

**Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.** Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

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

If polling places for the November 4, 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 November 3, 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 November 4, 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 ensure 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 Burney Road Municipal Utility District as determined by the Directors of the MUD.

#### 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](http://www.fortbendvotes.org)".

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

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

#### 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 \$4,692.00. The Political Subdivision agrees to pay to Fort Bend County a deposit of \$2,815.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 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 70th day (August 26, 2014) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63<sup>th</sup> day before the election (September 2, 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 57th day before Election Day (September 8, 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 14 day of October, 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 25<sup>th</sup> day of August, 2014 been executed on behalf of the Burney Road Municipal Utility District by its Presiding Officer or authorized representative, pursuant to an action by the Directors of the Burney Road MUD.

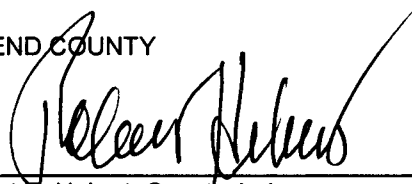
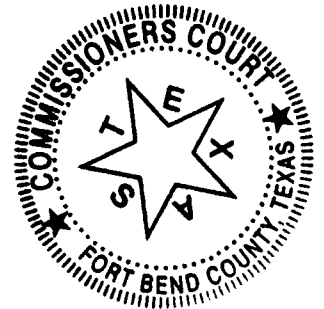
ATTEST:



Dianne Wilson, County Clerk

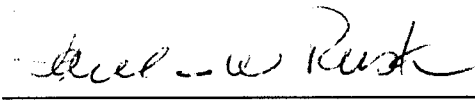
FORT BEND COUNTY

By

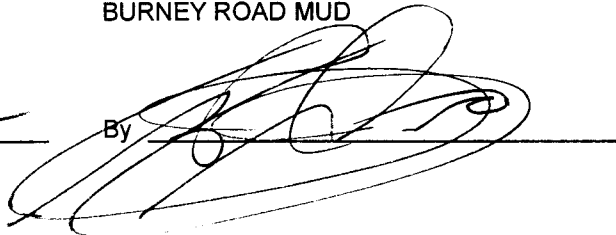
  
Robert E. Hebert, County Judge

ATTEST:

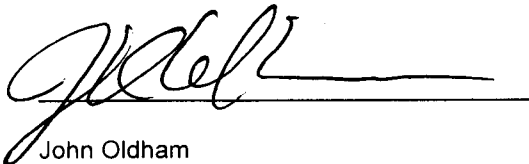
BURNEY ROAD MUD



By

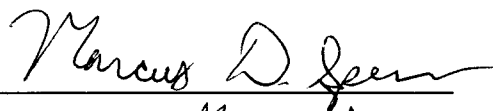


CONTRACTING OFFICER



John Oldham  
Elections Administrator

APPROVED AS TO FORM:

By   
~~Paul Stewart~~ Marcus D. Spencer  
Assistant County Attorney

Attachment A

<b>Precincts</b>	<b>Polling Place</b>	<b>Address</b>	<b>City</b>
2016(p)	Barrington Place HOA	13318 Rosstown Ct	SUGAR LAND
3098(p)	Townewest Town Hall	10322 Old Towne LN	SUGAR LAND
4020(p)	Sugar Land Church of God	1715 Eldridge	SUGAR LAND
4035	Eldridge Park Conference Center	2511 Eldridge	SUGAR LAND

# Fort Bend County Early Voting Schedule

## November 4, 2014

### General Election

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX  
 Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX  
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX  
 Meadows Place City Hall – One Troyan Dr., Meadows Place, TX  
 Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX  
 Four Corners Community Center – 15700 Old Richmond Road, Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 - 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Irene Stern Community Center, 6920 Fulshear-Katy Road, Fulshear, TX  
 Beasley City Hall – 319 S. 3<sup>rd</sup> Street, Beasley, TX  
 Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX  
 FBISD Administration Bldg – 16431 Lexington Blvd, Sugar Land, TX  
 Wood Creek Junior High – 1801 Wood Creek Bend Lane, Katy, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	8:00 a.m. to 5:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX  
 First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX  
 FBC Road & Bridge (Needville) – 3743 School St, Needville, TX  
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	12:00 p.m. to 5:00 p.m.
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

Schedule for: James Bowie Middle School – 700 Plantation Dr, Richmond, TX  
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX  
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX  
 Harmony Science Academy – 22400 Grand Corner Dr, Katy, TX  
 (NE corner of HWY 99 and FM 1093)

Day	Date	Hours
Monday – Friday (Lunes - Viernes)	October 20 - 24, 2014 (Octubre 20 - 24, 2014)	10:00 a.m. to 7:00 p.m.
Saturday (Sábado)	October 25, 2014 (Octubre 25, 2014)	7:00 a.m. to 7:00 p.m.
Sunday (Domingo)	October 26, 2014 (Octubre 26, 2014)	CLOSED (Cerrado)
Monday – Friday (Lunes - Viernes)	October 27 – 31, 2014 (Octubre 27 – 31, 2014)	7:00 a.m. to 7:00 p.m.

## Attachment C

**Burney Road MUD proposed Election Services Contract  
Estimate for the conduct of the November 4, 2014 Joint Election**

**A. Statistical Information**

1. Number of Registered Voters	<u>2,359</u>
2. Number of Precincts	<u>4</u>
3. Number of election day polling places (excluding early voting)	<u>4</u>
4. Number of polling places shared with another entity	<u>4</u>
5. Number of public buildings used as polling places	<u>1</u>
6. Number of early voting stations	<u>19</u>
7. Voting system:	<u>DRE</u>

**B. Cost of Election**

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks <u>4</u> x <u>\$11</u> x <u>130</u> / <u>3</u>	<u>\$1,907</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>16</u> x <u>17</u> x <u>\$10</u> / <u>3</u>	<u>\$907</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>12</u> x <u>20</u> x <u>\$10</u> / <u>6</u>	<u>\$75</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))		
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>Kits</u> x <u>Cost</u> / <u>Entities</u> <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$12</u>	
c. Early Voting laptop PC's <u>Units</u> x <u>Rate</u> / <u>Entities</u> <u>      </u> x <u>\$125</u> / <u>      </u>		
c. Early Voting label printers <u>      </u> x <u>\$25</u> / <u>      </u>		
d. Early Voting JBCs <u>1</u> x <u>\$125</u> / <u>3</u>	<u>\$42</u>	
e. Early Voting eSlates <u>3</u> x <u>\$125</u> / <u>3</u>	<u>\$125</u>	
f. Cell Phones - 9 days <u>1</u> x <u>\$35</u> / <u>3</u>	<u>\$12</u>	
Election Day		
h. Election Day supply kits <u>4</u> x <u>\$35</u> / <u>3</u>	<u>\$47</u>	
i. Election Day JBCs <u>4</u> x <u>\$125</u> / <u>3</u>	<u>\$167</u>	

## Attachment C

j.	Election Day laptop PC's		x \$50 /		
k.	Election Day label printers		x \$25 /		
		Units - Free	x Rate /		
l.	Election Day eSlates	4	x \$125 /	3	\$167
m.	Election Day Cell Phones	4	x \$7 /	3	\$9
<hr/>					
5.	Preparation and transportation of voting equipment & supplies				
a.	Early Voting & Election Day				\$200
<hr/>					
6.	Polling Place Rental - Election Day (TEC § 43.031, 43.033)				
a.	Election (number of polling places rented)				\$0
<hr/>					
7.	Publication of electronic voting system notices ) (TEC § 127.096(a))				
a.	Election				\$50
<hr/>					
8.	Miscellaneous election expenses (itemize)				
a.	General				
	Ballot Layout & Coding				\$300
	Absentee Ballots -Printed & Mailed @ \$1.00				\$0
	Mileage reimbursements				\$45
	Election Day Field Techs & other Temp workers				\$200
					\$0
					\$0
<hr/>					
	SUBTOTAL				\$4,265
<hr/>					
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))				
a.	Election				\$427
<hr/>					
10.	Cost of Joint Election				\$4,692