

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between CITY OF ANGLETON, acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on May 9, 2009.

RECITALS

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), 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 County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk 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 Brazoria County and the County Clerk 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 Brazoria 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 divided among the participants.

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. With reference to publications, the "County Clerk" will publish the "Notice of Tabulation Testing", but the "Political Subdivision" will publish the "Notice of Election."

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk Elections Office. The County Clerk's Election Office, with the assistance of the Civil District Attorney's Office, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections on May 9, 2009. Each Political Subdivision shall provide necessary documentation for preclearance.

III. VOTING LOCATIONS

The County Clerk's Election Office 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 each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Brazoria 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 County Clerk shall make emergency appointments of election officials if necessary. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Department 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 County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department 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 Department notifying him of his 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 will receive compensation at an hourly rates of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. 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. All judges and clerks will receive \$30.00 for attending training.

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 or 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 the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Brazoria County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Department 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 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 Department shall provide the necessary voter registration information, 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. If special maps are needed for a particular Political

Subdivision, the Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk 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 the authority's ballot is to be printed). This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. 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 County Clerk 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 the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Elections Department shall, upon request, provide the 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

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk 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:	Gina Anderson
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Janice Evans
Alternate Tabulation Supervisor:	Susan Cloudt
Presiding Judge:	Murphy Rankin
Alternate Presiding Judge:	Patricia DeVille

The Elections Department 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 Department 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.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Costs for polling places shared by County, Political Subdivision, and other political subdivisions shall be divided equally among the participants utilizing that polling place.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all Political Subdivisions as follows: Total cost of all 10 locations will be divided by all Political Subdivisions holding elections on May 9, 2009. Cost will be based on registered voters.

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, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The County Clerk 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 County Clerk or at an alternate facility used for storage of county records. The Elections Department 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 County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

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 County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Department agrees to provide advisory services to the District as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

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 County Clerk 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 County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria 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 County Clerk, 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 Brazoria 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 Brazoria 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 \$ 2,665.87. Political Subdivision agrees to pay to Brazoria County a deposit of \$1,332.94, which is approximately fifty (50) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Brazoria County within 10 days after the final candidate filing deadline. The final candidate filing deadline is March 9, 2009. Therefore, deposit is due by March 19, 2009. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2009 election and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

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 _____ day of _____, 2009 been executed on behalf of Brazoria County by the County Judge or the County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

BRAZORIA COUNTY

By _____
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ANGLETON

ATTACHMENT A

VOTING LOCATIONS, MACHINES & WORKER FOR MAY 9, 2009

	Location	Precincts Voting at this Location	Number of Voting Machines eslates	Number of Voting Machines DAU's	Number of Computers	Number of Rolls of Labels	Number of Workers	Bilingual Workers Required	Who Votes Here
1	Brazoria County Courthouse East Annex, 1524 E. Mulberry, Angleton, Texas West Columbia Civic Center, 514 E. Brazos, West Columbia	1, 31, 42, 44, 55, 56, 74	7	1	2		6	3	AISD, City of Angleton, ADGH, Port Freeport, CBISD, Lake Jackson, DISD, Bailey's Prairie
2		2	4	1	1		4	2	CBISD, WC, Port Freeport
3	Alvin Fire Station, 300 W. House St, Alvin Precinct 4 County Barrn, 1001 Market St., Brazoria	3, 41, 35	5	1	2		5	3	Alvin ISD, City of Alvin, AISD
4	Holiday Lakes City Hall, 195 N. Texas Avenue, Holiday Lakes	4	3	1	1		4	2	CBISD, Port Freeport, Brazoria, Lake Jackson, BISD AISD, CBISD, Port Freeport, Holiday Lakes, ADGH, Bailey's Prairie
5	Liverpool City Hall, 8901 Calhoun, Liverpool	5	2	1	1		3	1	
6	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	6, 57	2	1	1		3	1	AISD, Alvin ISD, Liverpool, Port Freeport, ADGH, DISD, BISD, Oyster Creek, Port Freeport, Freeport, AISD, ADGH, BCFWD #2
8	Damon Elementary School, 1211 Mulcahy, Damon	8	2	1	1		3	1	
10	Iowa Colony Community Center, 12003 CR 65, Iowa Colony	10	2	1	1		3	1	CBISD, Port Freeport,
11	First Baptist Church, 301 N. Hwy. 35, Old Ocean	11	2	1	1		3	2	Alvin ISD, Manvel, Port Freeport, Iowa Colony, AISD
13	Sweeny Community Center, 205 West Ashley Wilson Road, Sweeny	13	2	1	1		3	1	CBISD, Port Freeport, SISD, Sweeny Hospital
14	Danbury Community Center, 6115 5th St., Danbury	14	5	1	1		5	2	Port Freeport, SISD, Sweeny Hospital, Sweeny
15		15	3	1	1		3	1	DISD, AISD, ADGH, Port Freeport, Danbury

ATTACHEMENT "B" - NOTICE OF EARLY VOTING

For the elections of Alvin Independent School District, Angleton Independent School District, Brazosport Independent School District, Columbia-Brazoria Independent School District, Danbury Independent School District, Pearland Independent School District, Sweeny Independent School District, City of Alvin, City of Angleton, Village of Bailey's Prairie, Village of Bonney, City of Brazoria, City of Brookside Village, City of Clute, City of Danbury, City of Freeport, City of Hillcrest Village, Town of Holiday Lakes, City of Iowa Colony, Village of Jones Creek, City of Lake Jackson, City of Liverpool, City of Manvel, City of Oyster Creek, City of Pearland, Town of Quintana, City of Richwood, Village of Surfside Beach, City of Sweeny, City of West Columbia, Angleton-Danbury Hospital District, Sweeny Hospital District, and Port Freeport
May 9, 2009

EARLY VOTING BY PERSONAL APPEARANCE LOCATIONS:

- Angleton Main Location: Courthouse East Annex
1524 E. Mulberry, Room 144, Angleton
- Alvin Branch Location: Alvin Library
105 S. Gordon St., Alvin
- Brazoria Branch Location: Precinct 4 County Barn
1001 Market St., Brazoria
- Clute/Lake Jackson Branch Location: Brazosport College
500 College Drive, Lake Jackson
- Freeport Branch Location: Freeport Library
410 Brazosport Blvd., Freeport
- Manvel Branch Location: Courthouse North Annex
7313 Corporate Dr., Manvel
- East Pearland Branch Location: Justice Of The Peace, Pct. 3, Pl. 2 Courtroom
2436 S Grand Blvd, Pearland
- West Pearland Branch Location: Westside Event Center
2150 Countryplace Pkwy., Pearland
- Sweeny Branch Location: Sweeny Community Center
205 W. Ashley Wilson Rd., Sweeny
- West Columbia Branch Location: West Columbia City Hall
512 E. Brazos, West Columbia

PERSONAL APPEARANCE TIMES AND DATES FOR ABOVE LOCATIONS:

- Monday, April 27 – Friday, May 1 8:00 a.m. – 5:00 p.m.
- Saturday, May 2 7:00 a.m. – 7:00 p.m.
- Monday, May 4 – Tuesday, May 5 7:00 a.m. – 7:00 p.m.

EARLY VOTING BY MAIL:

Applications for voting by mail should be mailed to be received no earlier than March 10, 2009 and no later than the close of business (5:00 p.m.) on May 1, 2009.

Applications should be mailed to:
JOYCE HUDMAN, COUNTY CLERK
111 E. LOCUST, SUITE 200
ANGLETON, TX 77515-4654

REASONS FOR BEING QUALIFIED TO VOTE BY MAIL ARE:

- 65 years of age or older;
- Confinement in jail;
- Disability;
- Absence from the county on Election Day **and** absence during the Early Voting period

JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY, TEXAS

ATTACHMENT B - AVISO DE VOTACIÓN ADELANTADA

Para las Elecciones de Distritos Independiente Escolar De Alvin, Angleton, Brazosport, Columbia-Brazoria, Danbury, Pearland y Sweeny; de las Ciudades de Alvin, Angleton, Bailey's Prairie, Bonney, Brazoria, Brookside Village, Clute, Danbury, Freeport, Hillcrest Village, Holiday Lakes, Iowa Colony, Jones Creek, Lake Jackson, Liverpool, Manvel, Oyster Creek, Pearland, Quintana, Richwood, Surfside Beach, Sweeny y West Columbia; del Distrito de Hospital de Angleton-Danbury, del Distrito de Hospital de Sweeny, y del Distrito del Puerto de Freeport
el 9 de mayo de 2009

LOCALIDADES PARA LA VOTACIÓN ADELANTADA EN PERSONA:

Localidad Principal - Angleton:	Courthouse East Annex 1524 E. Mulberry, Cuarto 144, Angleton
Sucursal de Alvin:	Alvin Library 105 S. Gordon St., Alvin
Sucursal de Brazoria:	Precinct 4 County Barn 1001 Market St., Brazoria
Sucursal de Clute/Lake Jackson:	Brazosport College 500 College Drive, Lake Jackson
Sucursal de Freeport:	Freeport Library 410 Brazosport Blvd., Freeport
Sucursal de Manvel:	Courthouse North Annex 7313 Corporate Dr., Manvel
Sucursal de East Pearland:	Justice Of The Peace, Pct. 3, Pl. 2 Courtroom 2436 S Grand Blvd, Pearland
Sucursal de West Pearland:	Westside Event Center 2150 Countryplace Pkwy., Pearland
Sucursal de Sweeny:	Sweeny Community Center 205 W. Ashley Wilson Rd., Sweeny
Sucursal de West Columbia:	West Columbia City Hall 512 E. Brazos, West Columbia

FECHAS Y HORAS DE LA VOTACIÓN ADELANTADA EN PERSONA:

El lunes, el 27 de abril – el viernes, el 1 de mayo	8:00 a.m. – 5:00 p.m.
El sábado, el 2 de mayo	7:00 a.m. – 7:00 p.m.
El lunes, el 4 de mayo – el jueves, el 5 de mayo	7:00 a.m. – 7:00 p.m.

VOTACIÓN ADELANTADA POR CORREO

Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse entre el 10 de marzo de 2009 y el fin de las horas de negocio (5:00 p.m.) el 1 de mayo de 2009.

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

**JOYCE HUDMAN, COUNTY CLERK
111 E. LOCUST, SUITE 200
ANGLETON, TX 77515-4654**

CALIFICACIONES PARA VOTAR ADELANTADO POR CORREO:

Tiene 65 años o más;
Encarcelado;
Tiene incapacidad;
Ausencia del condado en el día de elección y ausencia del condado durante las fechas y horas de votación adelantada

JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY, TEXAS