

**AGENDA – SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, TO BE HELD ON MONDAY, OCTOBER 3, 2011, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, CITY HALL, 3519 LIBERTY DRIVE, PEARLAND, TEXAS.**

**I. CALL TO ORDER**

**II. PURPOSE OF THE MEETING:**

- 1. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-121** – A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ORDERING THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON SATURDAY, DECEMBER 3, 2011, FOR THE PURPOSE OF *FILLING A VACANCY ON THE CITY COUNCIL, POSITION NUMBER FIVE (5), FOR AN UNEXPIRED TERM EXPIRING MAY 2013 IN AND FOR THE CITY OF PEARLAND, TEXAS.*

*Mr. Bill Eisen, City Manager.*

- 2. CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-120** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY. *Mr. Bill Eisen, City Manager.*

**III. ADJOURNMENT**

This site is accessible to disabled individuals. For special assistance, please call Young Lorfing at 281-652-1840 prior to the meeting so that appropriate arrangements can be made.

# New Business Item No. 1

1. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-121** - A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ORDERING THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON SATURDAY, DECEMBER 3, 2011, FOR THE PURPOSE OF FILLING A VACANCY ON THE CITY COUNCIL, POSITION NUMBER FIVE (5), FOR AN UNEXPIRED TERM EXPIRING MAY 2013 IN AND FOR THE CITY OF PEARLAND, TEXAS. *Mr. Bill Eisen, City Manager.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> October 3, 2011	<b>ITEM NO.:</b> Resolution No. R2011-121
<b>DATE SUBMITTED:</b> Sept. 262011	<b>DEPARTMENT OF ORIGIN:</b> City Secretary
<b>PREPARED BY:</b> Young Lorfing	<b>PRESENTOR:</b> Bill Eisen, City Manager
<b>REVIEWED BY:</b> MIKE HODGE	<b>REVIEW DATE:</b> 09-28-2011
<b>SUBJECT:</b> Election Order Calling the December 3, 2011 Special Election	
<b>EXHIBITS:</b> Resolution No. R2011-121, (Exhibit "A" Election Day Precincts and Polling Places, Exhibit "B" Early Voting Polling Places; 1 - Election Calendar and 2 Precinct Map.	
<b>EXPENDITURE REQUIRED:</b> N/A <b>AMOUNT AVAILABLE:</b> N/A <b>ACCOUNT NO.:</b> N/A	<b>AMOUNT BUDGETED:</b> N/A <b>PROJECT NO.:</b> N/A
<b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A <b>ACCOUNT NO.:</b> N/A <b>PROJECT NO.:</b> N/A	
<b>To be completed by Department:</b> <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

Council Position No. Five (5) has become vacant as a result of an automatic resignation, because this position has two years left on the term, it is required to call a special election within 120 days of the resignation to fill the vacancy.

In order to comply with the Election Code of the State of Texas, City Council shall "Order" the upcoming Special Election by passing a Resolution. The Election is scheduled for Saturday, December 3, 2011. The purpose of said election is to elect Position No. Five (5) of the City Council.

**RECOMMENDED ACTION**

Consider and adopt Resolution No. R2011-121

**RESOLUTION NO. R2011-121**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, ORDERING THE HOLDING OF A SPECIAL ELECTION TO BE HELD ON SATURDAY, DECEMBER 3, 2011, FOR THE PURPOSE OF FILLING A VACANCY ON THE CITY COUNCIL, POSITION NUMBER FIVE (5), FOR AN UNEXPIRED TERM EXPIRING MAY 2013 IN AND FOR THE CITY OF PEARLAND, TEXAS.**

**WHEREAS**, pursuant to the Texas Constitution, Article XVI, Section 65(b), the resignation of elected city officers is required upon their candidacy for another office of trust if their term of office exceeds two (2) years and their remaining term is greater than one (1) year; and

**WHEREAS**, a vacancy created as the result of the Texas Constitution, Article XVI, Section 65 (b), must be filled within 120 days from the day the vacancy was created; and

**WHEREAS**, the City Charter of the City of Pearland and the laws of the State of Texas provide that the Election Code of the State of Texas is applicable to said Special Election, and in order to comply with said Code, an Order and/or Resolution should be passed ordering the call of said Special Election, establishing procedures to be followed in said election and to designate the voting places of said election; therefore,

**WHEREAS**, the City Council (the "City Council") of the City of Pearland, Texas (the "City") is authorized and has determined to call a Special Election to be held on Saturday, December 3, 2011, for the purpose of electing a Councilmember to Position No. Five (5) of the City Council;

**WHEREAS**, the City Council wishes to proceed with the ordering of such Special Election and the City Council has determined that holding such elections is in the public interest;

**BE IT RESOLVED AND ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** The Special Election of the City of Pearland, Texas, shall be held for the purpose of electing the following official for said City, to-wit:

**Resolution No. R2011-121**

**Fill a vacancy on the City Council, Position Number Five (5), for an unexpired term expiring May 2013.**

**Section 1. Call of Election; Date; Eligible Electors and Hours.**

(a) It is hereby ordered that a Special Election (the "Special Election") be held in and throughout the City on Saturday, December 3, 2011, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m. at which Special Election all resident, qualified electors of the City shall be entitled to vote for a Councilmember to Position No. Five (5).

(b) The Special Election shall be held under the provisions of the Charter of the City, the Constitution and laws of the State of Texas and of this Resolution. All qualified voters residing in the City shall be allowed to vote at the Election; and each voter shall vote in the election precinct in which such voter resides.

**Section 2. Election Precincts; Polling Places; Election Officers.**

(a) The election precincts for the Election shall include the county election precincts, the polling places are hereby established and shall be as described in **Exhibit "A"** hereto.

(b) The election officials for each City precinct shall be designated by the County Clerk of Brazoria County, Texas (the "Elections Administrator"); and such officials shall conduct the City's Election in accordance with a Joint Election Agreement and Contract for Election Services (the "Election Contract") between Brazoria County, Texas and the City. The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies for all City precincts. The official mailing address for Elections Administrator, Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515. The physical address of the Elections Administrator is Brazoria County East Annex Building, 1524 E. Mulberry, Suite 145, Angleton, Texas 77515.

(c) In the event the Election Administrator shall find that one or more of the polling places listed on **Exhibit "A"** have become unavailable or unsuitable for use at the Elections or if any person or persons appointed herein do not appear or are unable to perform their duties, the Election Administrator is hereby authorized to designate substitute polling places and appoint substitute personnel, giving such notice as he deems appropriate.

**Section 3. Ballots.** The City Secretary and the Election Administrator are hereby authorized and directed to prepare the ballots for the Special Election in accordance with the provisions of the Texas Election Code. The ballots to be used in the Special Election shall have printed thereon the name of the candidates for Councilmembers Position No. Five of the City Council.

## **Resolution No. R2011-121**

**Section 4. Voting.** Voting in the Election, including early voting by personal appearance shall be by an electronic voting system adopted by the City and the Commissioners Court of Brazoria County, Texas for use in elections held by the City and Brazoria County. Each voter in the Special Election shall mark the ballot indicating such voter's choice of candidate for Councilmember Position No. Five (5) of the City Council. Voting shall be conducted in accordance with the Texas Election Code.

**Section 5. Early Voting.** Early voting by personal appearance shall be conducted at the dates, times and polling places listed in **Exhibit "B"** to this Resolution.

The Council hereby appoints the Elections Administrator as the early voting clerk. The Elections Administrator shall receive applications for a ballot to be voted by mail. The mailing address to which ballot applications and ballots voted by mail may be sent is as follows: Joyce Hudman, County Clerk, 111 East Locust, Suite 200, Angleton, Texas 77515-4654. Applications for ballots by mail may be received and no later than 5:00 p.m. on June 12, 2011.

The Council hereby appoints the Counting Station Judge or Alternate as the presiding judge of the early voting ballot board to count and return early voting ballots in accordance with the Election Code. The presiding judge shall appoint election clerks as needed, and such judge and clerks shall constitute the early voting ballot board and shall perform the duties set forth for such board in the Texas Election Code.

**Section 6. Notice of Elections.** Notice of the Elections, in English and Spanish, stating in substance the contents of this Resolution, shall be: (i) published one time in a newspaper of Special circulation within the City's territory not earlier than the thirtieth (30<sup>th</sup>) day or later than the tenth (10<sup>th</sup>) day before the Election; (ii) posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the fifteenth (15<sup>th</sup>) day before the date of the Elections; and (iii) posted, not later than the fifteenth (15<sup>th</sup>) day before the date of the Elections, in three (3) public places within the City and at City Hall.

**Section 7. Declaring Results.** City Council shall canvass the returns and declare the results of the Elections.

At the Special Election, the candidate for the office who has received a majority of all votes cast for each particular office shall be declared elected.

**Section 8. Notice of Meeting.** It is further found and determined that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Resolution No. R2011-121**

**Section 9. Authority of the Mayor.** The Mayor shall have the authority to take, or cause to be taken, all actions reasonable and necessary to insure that the Elections are fairly held and returns properly counted and tabulated for the canvass of the Elections returns by the City Council in accordance with state law.

**Section 10. Effective Date.** This Resolution is effective immediately upon its passage and approval.

PASSED, APPROVED, ADOPTED and ORDERED this the \_\_\_ day of \_\_\_\_\_, A. D., 2011.

\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

**“EXHIBIT A”**

**ELECTION DAY PRECINCTS AND POLLING PLACES**

<b>City of Pearland Precinct No.</b>	<b>Location</b>	<b>County Precincts voting at this location</b>
<b>46</b>	Pearland Community Center, 3523 Liberty Dr., Pearland	<b>28, 46, 51, 61, 68, Harris County 537, 654</b>
<b>59</b>	Mary Marek Elementary School, 1947 Kirby, Pearland	<b>50, 59, Harris County 131, Ft Bend County 1134</b>
<b>64</b>	Bailey Road Facility, 4717 Bailey Rd., Pearland	<b>12, 26 36, 64, 67, 77</b>
<b>76</b>	Westside Event Center, 2150 Countryplace Pkwy., Pearland	<b>29, 58, 60, 62, 63, 65, 75, 76, Harris County 630</b>

**Resolution No. R2011-121**

**EXHIBIT "B"  
EARLY VOTING POLLING PLACES**

**City of Pearland, Texas  
December 3, 2011 Special Election**

**EARLY VOTING BY PERSONAL APPEARANCE LOCATIONS:**

East Pearland Branch Location: Justice Of The Peace, Pct. 3, Pl. 2 Courtroom  
2436 S. Grand Blvd.  
Pearland, Texas

West Pearland Branch Location: Westside Event Center  
2150 Countryplace Pkwy.  
Pearland, Texas

**PERSONAL APPEARANCE TIMES AND DATES FOR ABOVE LOCATIONS:**

Monday, November 21 – Wednesday, November 23:	8:00 a.m. to 5:00 p.m.
Thursday, November 24, –Thanksgiving Holiday	Closed
Friday, November 25, – Thanksgiving Holiday	Closed
Monday, November 28 – Tuesday, November 29:	7:00 a.m. to 7:00 p.m.

**CITY OF PEARLAND  
SPECIAL ELECTION CALENDAR  
DECEMBER 3, 2011**

- October 4, 2011 –** First day for candidates to file application for place on the ballot.
- November 2, 2011 –** Last day for candidates to file application for place on the ballot. **5:00 p.m.**
- November 2, 2011 –** City Secretary conducts drawing for order of names on ballot City Secretary conducts drawing for order of names on ballot at City Hall on the First Floor at **6:00 p.m.**
- November 3, 2011 –** Last day to register to vote in the December 3, 2011 Special Election.
- November 3, 2011 –** Due date for filing first report 30<sup>th</sup> day before election report of campaign contributions and expenditures. **5:00 p.m.**
- November 21, 2011 –** First day for Early Voting by personal appearance.

**EARLY VOTING BY PERSONAL APPEARANCE LOCATIONS:**

- EAST PEARLAND BRANCH LOCATION:** JUSTICE OF THE PEACE, PCT. 3, PL. 2  
COURTROOM  
2436 S. GRAND BLVD., PEARLAND, TX
- WEST PEARLAND BRANCH LOCATION:** WESTSIDE EVENT CENTER  
2150 COUNTRYPLACE PKWY, PEARLAND, TX

**PERSONAL APPEARANCE TIMES AND DATES FOR ABOVE LOCATIONS:**

- Monday, November 21 – Wednesday, November 23 ..... 8:00 a.m. to 5:00 p.m.  
Thursday, November 24 – Thanksgiving Holiday ..... Closed  
Friday, November 25 – Thanksgiving Holiday ..... Closed  
Monday, November 28 – Tuesday, November 29 ..... 7:00 a.m. to 7:00 p.m.

**EARLY VOTING BY MAIL:**

Applications for voting by mail should be mailed to be received no earlier than October 4, 2011 and no later than the close of business (5:00 p.m.) on November 25, 2011.

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.

- November 25, 2011 – Last day** for Brazoria County to receive applications by mail for early voting ballots to be voted by mail.
- November 25, 2011 – Due date** for filing second report 8<sup>th</sup> day before election report of campaign contributions and expenditures. **5:00 p.m.**
- November 29, 2011 – Last day for Regular Early Voting** by personal appearance.

**DECEMBER 3, 2011 – ELECTION DAY – 7:00 a.m. – 7:00 p.m.**

**POSSIBLE VOTING LOCATIONS FOR DECEMBER 3, 2011**

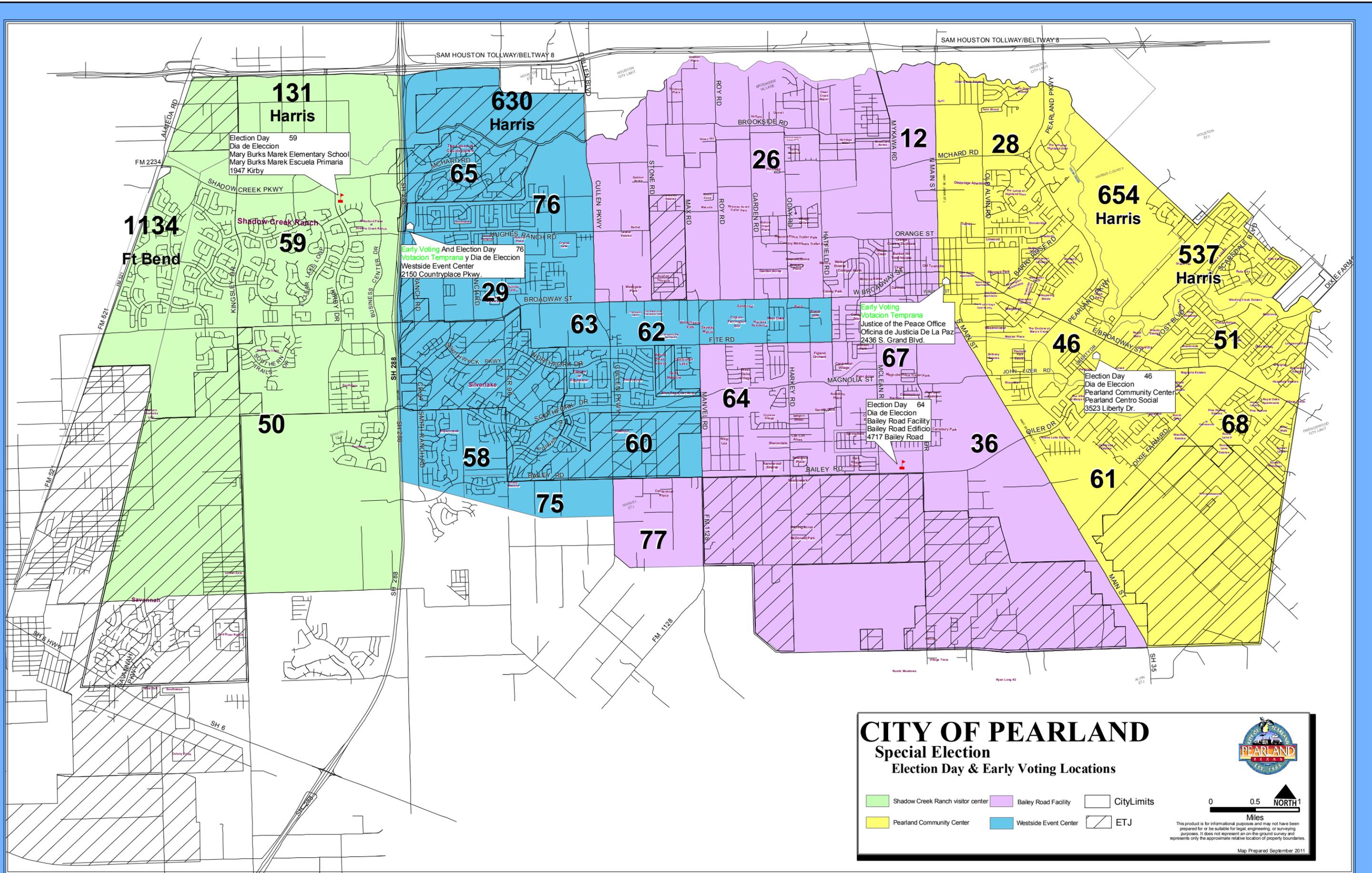
<b>City of Pearland <u>Precinct No.</u></b>	<b><u>Location</u></b>	<b>County Precincts voting <u>at this location</u></b>
46	Pearland Community Center 3523 Liberty Drive Pearland, Texas	Brazoria County Precincts 28,46,51,61,68 plus Harris County Precincts 537 & 654
59	Mary Burks Marek Elementary School 1947 Kirby Pearland, Texas	Brazoria County Precinct 50 & 59 plus Fort Bend County Precinct 1134 & Harris County Precinct 131
64	Bailey Road Facility 4717 Bailey Road Pearland, Texas	Brazoria County Precincts 12, 26, 36, 36, 64, 67, & 77
76	Westside Event Center 2150 Countryplace Pkwy. Pearland, Texas	Brazoria County Precincts 29, 58, 60,62, 63, 65, 75 & 76 plus Harris County Precinct 630

**December 12, 2011 – OFFICIAL CANVASS BY CITY COUNCIL, 6:00 p.m.** Mayor issues **CERTIFICATES OF ELECTION** to person elected and/or Runoff is called.

**January 14, 2012 –** Most logical date for **Runoff Election December 3, 2011.**

**January 15, 2012 –** Due date for filing semiannual report of campaign contributions for all candidates and officeholders. **5:00 p.m.**

**July 15, 2012 –** Due date for filing semiannual report of campaign contributions for all candidates and officeholders. **5:00 p.m.**



# CITY OF PEARLAND

## Special Election

### Election Day & Early Voting Locations

- Shadow Creek Ranch visitor center
- Pearland Community Center
- Bailey Road Facility
- Westside Event Center
- CityLimits
- ETJ



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Map Prepared September 2011

# New Business Item No. 2

2. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-120** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY. *Mr. Bill Eisen, City Manager.*

**AGENDA REQUEST  
BUSINESS OF THE CITY COUNCIL  
CITY OF PEARLAND, TEXAS**

<b>AGENDA OF:</b> October 3, 2011	<b>ITEM NO.:</b> Resolution No. R2011-120
<b>DATE SUBMITTED:</b> Sept 26, 2011	<b>DEPARTMENT OF ORIGIN:</b> City Secretary
<b>PREPARED BY:</b> Sonia Webb	<b>PRESENTOR:</b> Bill Eisen
<b>REVIEWED BY:</b> Mike Hodge	<b>REVIEW DATE:</b> 09-28-2011
<b>SUBJECT:</b> Contract with Brazoria County to conduct a Special Election on December 3, 2011, to elect to an unexpired term; City Council Position No. 5.	
<b>EXHIBITS:</b> Resolution No. R2011-120; (Exhibit A, Joint Election Agreement and Contract for Election Services). 1. Estimate City of Pearland Cost for Early Voting and Election Day 2. Estimate cost per Precinct 3. Early Voting cost per Precinct	
<b>EXPENDITURE REQUIRED:</b> \$10,852.60 (estimate) <b>AMOUNT AVAILABLE:</b> <b>ACCOUNT NO.:</b> 010-1050-555.15-00	<b>AMOUNT BUDGETED:</b> \$0 <b>PROJECT NO.:</b> N/A
<b>ADDITIONAL APPROPRIATION REQUIRED:</b> N/A <b>ACCOUNT NO.:</b> N/A <b>PROJECT NO.:</b> N/A	
<b>To be completed by Department:</b> <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

**EXECUTIVE SUMMARY**

This contract is for election services for a Special Election – to elect City Council Position No. 5. This contract is the same used in the June 2010 runoff election contract.

According to the Election Code Sec. 31-096, local entities have nontransferable functions. An election services contract may not change:

- (1) the authority with whom applications of candidates for a place on the ballot are filed;
- (2) the authority with whom documents are filed under Title 15; or

- (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the county election officer will be the custodian of voted ballots.

The Brazoria County Contract provides in Section XI the County Clerk is appointed general custodian of voted ballots and all records of the Joint Election

The other duties as required by the Election Code will be conducted by the City Secretary's Office.

The amount of the proposed cost of this election is an estimate \$10,852.60.

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

The Political Subdivision agrees to pay Brazoria County a deposit of **\$ 5,426.30**, which is approximately fifty (50) percent of the total estimated obligation of the Political Subdivision to the County under the agreement.

#### **RECOMMENDED ACTION**

Consider the Resolution and approve the contract to authorize Brazoria County to conduct a Special Election to elect City Councilmember Position No. 5.

**RESOLUTION NO. R2011-120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN ELECTION SERVICES AGREEMENT WITH BRAZORIA COUNTY.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:**

**Section 1.** That certain election services agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**Section 2.** That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an election services agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

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\_\_\_\_\_  
TOM REID  
MAYOR

ATTEST:

\_\_\_\_\_  
YOUNG LORFING, TRMC  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
DARRIN M. COKER  
CITY ATTORNEY

## JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT by and between THE CITY OF PEARLAND, 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 December 3, 2011.

### RECITALS

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on December 3, 2011.

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 Political Subdivision will be responsible for making the preclearance request to the U. S. Department of Justice for this "Special Election".

## III. VOTING LOCATIONS

The County Clerk's Election Office and the Political Subdivision 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. 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.

If polling places for the December 3, 2011 Special 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 June 24, 2011, 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 December 3, 2011 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

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..

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:	Janice Evans
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cloudt
Alternate Tabulation Supervisor:	Brandy Pena
Presiding Judge:	Bonnie Farrer
Alternate Presiding Judge:	Dottie Cornett

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.

## 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 \$10,852.60. Political Subdivision agrees to pay to Brazoria County a deposit of \$5,426.30, 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 election is ordered. . The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the December 3, 2011 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 \_\_\_\_\_, 2011 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 \_\_\_\_\_, 2011 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 Pearland

## DECEMBER 3, 2011 ELECTIONS

### PROPOSED COST FOR CITY OF PEARLAND SPECIAL ELECTION ON DECEMBER 3, 2011

		CHARGE
Programming	\$300.00	
Tabulations	\$150.00	
Estimated Overtime	\$0.00	
Subtotal	\$450.00	
Election Service Fee (10%)	\$45.00	
<b>Subtotal for Other Charges</b>	<b>\$495.00</b>	<b>\$495.00</b>
Pct. Number	Pct. Cost	
46	\$1,471.80	
59	\$1,471.80	
64	\$1,471.80	
76	\$1,471.80	
<b>Total for Voting Locations</b>	<b>\$5,887.20</b>	<b>\$5,887.20</b>
<b>Early Voting - Westside Event Center</b>	<b>\$2,235.20</b>	<b>\$2,235.20</b>
<b>Early Voting - JP3 Courtroom</b>	<b>\$2,235.20</b>	<b>\$2,235.20</b>
<b>TOTAL COST</b>		<b>\$10,852.60</b>
<b>50% Down Payment Due</b>		<b>\$5,426.30</b>

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