

SPECIAL MEETING NOTICE
BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

AVISO DE ASAMBLEA ESPECIAL
DISTRITO DE SERVICIOS DE EMERGENCIA NO. 3 DEL CONDADO DE BRAZORIA

Notice is hereby given that **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** will hold a meeting on **February 13, 2023**, at **6:30 p.m.** at the following location in the District: **6931 Masters Road, Manvel, TX 77578.**

Se notifica por el presente que el **DISTRITO DE SERVICIOS DE EMERGENCIA NRO. 3 DEL CONDADO DE BRAZORIA** llevará a cabo una asamblea **13 de febrero de 2023**, a las **6:30 p.m.** La asamblea se llevará a cabo en el siguiente lugar: **6931 Masters Road, Manvel, TX 77578.**

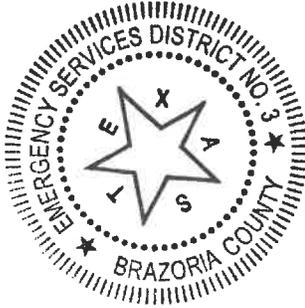
The District will consider and act upon the following matters:
El Distrito considerará y obrará en los siguientes asuntos:

1. Call meeting to order.
2. Roll call and establish a quorum.
3. To receive public comment.
4. NOTICE OF PUBLIC HEARING: To hear and consider a petition for the annexation by the District of the territory described below:

The boundaries would include all portions of Brazoria County Municipal Utility District No. 87 which lie within the boundaries of Brazoria County, Texas and which are not currently included in Brazoria County Emergency Services District No. 3.
4. AVISO DE AUDIENCIA PÚBLICA: Con el propósito de actuar para escuchar y considerar una petición de la anexión del territorio del distrito se describe a continuación:

Los límites incluirían todas las partes del Distrito Municipal de Servicios Públicos del Condado de Brazoria No. 87 que se encuentran dentro de los límites del Condado de Brazoria, Texas y que actualmente no están incluidas en el Distrito No. 3 de Servicios de Emergencia del Condado de Brazoria.
5. To review and take action on matters relating to an election to be held on May 6, 2023:
 - a. Approve an Order of Election under Texas Health and Safety Code Section 775.051.
 - b. Approve an Order of Election under Texas Health and Safety Code Section 775.0752.
 - c. To review and take action to hold an election jointly with other jurisdictions.
 - d. To review and take action to contract with Brazoria County Elections Office for election services.
 - e. To consider and take action on such other Orders, Resolutions and related matters as required or appropriate to call for the District election.
5. Para repasar y actuar en relación a asuntos relativos a una elección a celebrarse el 5 de mayo de 2023:
 - a. Aprobar una orden para convocar una elección bajo el Código de Salud y Seguridad de Texas §775.051.
 - b. Aprobar una orden para convocar una elección bajo el Código de Salud y Seguridad de Texas §775.0752.

- c. Para repasar y actuar en relación a la celebración de una elección conjunta con otras subdivisiones políticas.
 - d. Para repasar y actuar para contratar servicios electorales con la Oficina Electoral del Condado de Brazoria.
 - e. Par considerar y actuar sobre tales otras órdenes, resoluciones y asuntos pertinentes que sean requeridas o apropiadas para convocar la elección del Distrito.
6. Adjournment.



Dedra Gray
Dedra Gray
Administrative Manager

Brazoria County Emergency Services District No. 3
6931 Masters Rd.
Manvel, Texas 77578
Phone (281) 519-8779
Fax (281)-489-0024

AGENDA

ITEM 5A

**ORDER FOR ELECTION TO BE HELD MAY 6, 2023
ON THE PROPOSITION OF EXPANSION OF
BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BY ADDING TERRITORY TO THE DISTRICT UNDER
TEXAS HEALTH AND SAFETY CODE, SECTION 775.051**

WHEREAS, BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 (the "District") operates pursuant to Texas Constitution, Article III, Section 48-e, and Chapter 775, Health & Safety Code; and

WHEREAS, Section 775.051, Health & Safety Code, provides that the District may expand the District territory upon receipt of a petition requesting such;

WHEREAS, the District has held a public hearing on such expansion following receipt of such a petition in proper form as provided by Section 775.051; and

WHEREAS, the District may call an election on such expansion following such public hearing to be held as provided by Section 775.051 and the applicable provisions of the Election Code if the Board of ESD Commissioners of the District finds that such annexation would be feasible and would benefit the District; and

WHEREAS, the District finds that the annexation as petitioned would be feasible and would benefit the District; and

WHEREAS, Health & Safety Code, Section 775.051 requires that such Election be held on the next uniform election day; and

WHEREAS, the next uniform date for an election called under such circumstances is May 6, 2023,

NOW, THEREFORE, IT IS HEREBY ORDERED that an Election be held in BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 and the proposed annexation area on Saturday, May 6, 2023, between the hours of 7:00 a.m. and 7:00 p.m., on the following propositions:

A. "Adding all portions of Brazoria County Municipal Utility District No. 87 which lie within the boundaries of Brazoria County, Texas and which are not currently included in Brazoria County Emergency Services District No. 3 to the Brazoria County Emergency Services District No. 3."

B. "The portions of Brazoria County Municipal Utility District No. 87 which lie within the boundaries of Brazoria County, Texas and which are not currently included in Brazoria County Emergency Services District No. 3 assuming its proportionate share of the outstanding debts and taxes of the Brazoria County Emergency Services District No. 3, if it is added to the district."

IT IS FURTHER ORDERED that:

1. The ballot for the Election shall provide for voting "for" or "against" the above stated propositions. A majority of the votes cast either "for" or "against" the propositions shall determine whether the propositions are adopted, provided however, that for passage the propositions must be approved by both a majority of the voters in the District election and must be approved by a majority of the voters in the annexation area generally described in the attached Exhibit "A". A vote "for" shall mean a vote in favor of the proposition and a vote "against" shall mean a vote against the proposition.

2. The Election may be held jointly with other Brazoria County entities, if any, under the Joint Election Agreement promulgated by the Brazoria County Elections Office.

3. The election will be conducted by the Brazoria County Elections Office under the terms of the Election Services Agreement promulgated by the Brazoria County Elections Office. To the full extent allowed by law, the District delegates to the Brazoria County Elections Administrator all election duties described in the Agreement.

4. The Election shall be held within the Election Precincts and at the Polling Places designated by the Elections Administrator (also called "Contracting Officer") pursuant to the Brazoria County Election Order for the Brazoria County elections scheduled for May 6, 2023, subject to any such changes as may be made under the authority of such Order. The designation is adopted and approved by the Board of ESD Commissioners.

As of the date of this Order, the following election polling places have been designated:

Brazoria County Precincts

1, 3, 5, 6, 7, 9, 11, 15, 16, 21, 24,
25, 31, 34, 35, 39, 40, 42, 44,
53, 55, 56, 57, 58, 60, 61, 64,
65, 70, 73, 75, 76, 77, 78

Polling Place Location

Main Early Voting
Location
East Annex, 1524
E. Mulberry,
Angleton, Texas 77515

5. Only persons qualified to vote within the geographic boundaries of BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 and in the Annexation Area described in the attached Exhibit "A", shall be allowed to vote at the Election and each voter shall vote at the Polling Place designated by Order of Brazoria County for the Brazoria County elections.

6. The Notice of the Election shall be prepared in accordance with law and shall be given by publication of the Notice of Election along with the Order designating the Voting Precincts and Polling Places for the Election. Such publication shall be made one time in a daily newspaper of general circulation within the geographic boundaries of the District, said publication to be made not earlier than the 30th day nor later than the 10th day before the Election Date. Further, a copy of such Notice shall, not later than the 21st day before the Election Date, be posted on the bulletin board or other place conspicuous to the public used for posting Notices of the meetings of the District Board of Emergency

Services Commissioners and a copy shall be filed with the County Clerk of Brazoria County, Texas. After publication, the District Board of Emergency Services Commissioners shall retain a copy of the published Notice that contains the name of the newspaper in which it was published and the date of publication.

7. The voting in the District's Election Precincts shall utilize an Electronic Voting System procured and certified by the Brazoria County Elections Office. Brazoria County's certified electronic voting equipment is to be used in the May 6, 2023 Joint Election, as described in the Joint Election Agreement and/or Election Services Agreement.

8. **Joyce Hudman**, is hereby designated as the Early Voting Clerk for the Election. Early voting shall be conducted from April 24, 2023 (the date which represents the earliest date on which early voting may begin) through May 2, 2023 (the date which represents the last day on which early voting may be performed). As ordered by the District Board of Emergency Services Commissioners, early voting will be conducted on the days and hours and at the locations designated by the Elections Administrator pursuant to the Order of Brazoria County for the Brazoria County elections. As of the date of this Order, the location of main early voting place is designated as follows:

East Annex
1524 E. Mulberry
April 24 – 28, 2023 8AM – 5PM
April 29, 2023 7AM – 7PM
May 1 – 2, 2023 7AM – 7PM

9. For the use of those voters in the District who are entitled by law to vote early by mail, the Early Voting Clerk above named shall receive applications for early voting ballots to be voted by mail in accordance with the Texas Election Code. For the use of those voters who are entitled by law to vote an early voting ballot by mail, the District shall provide each voter with a paper ballot and instructions to make a mark on the paper ballot.

10. As described in the Election Services Agreement, the District Board orders that ballot applications and ballots voted shall be sent to the Early Voting Clerk at **111 E. Locust Ste 200 Angleton, TX 77515**, or as otherwise designated by the Brazoria County Early Voting Clerk. The ballot applications must be received by April 25, 2023, at 5:00 p.m. If any Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the application must also be submitted by mail and be received not later than the fourth (4th) business day after it is received by email or fax. All requests for early voting ballots to be voted by mail that are received by the District shall be forwarded in person or by email or fax to the Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to the Contracting Officer for all processing. The Regular Early Voting Clerk for the District, as defined in the Election Services Agreement between Brazoria County and the District, may also receive applications and forward same to the Early Voting Clerk, as described in the Election Services Agreement.

11. The following concurrent and subsequent Orders, among other Orders, may be made by the District to facilitate the Election: Joint Election Agreement; Order

Approving and Appointing an Agent; Order Approving a Contract with Brazoria County; Order Establishing And Designating Election Precincts And Polling Places; Order Appointing Presiding Election Judge(s); Order Appointing Early Voting Ballot Board; Order Appointing An Early Voting Clerk; Order Establishing And Designating A Polling Place; Resolution Adopting Voting System.

12. In accordance with all applicable Federal and State law, there shall be provided Spanish translation of the ballot as well as other applicable election materials.

13. This Order constitutes the Election Order of BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 Election to conduct an election to expand the District's jurisdictional territory.

ADOPTED at Open Meeting this the 13th day of February, 2023, by a vote of ____ to ____.

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

ATTEST:

By: _____
Darrell Valusek, District President

By: _____
Matt Glaves, District Secretary

Exhibit A

Boundary Description of Proposed Annexation into Brazoria County Emergency Services District No. 3

The boundaries would include all portions of Brazoria County Municipal Utility District No. 87 which lie within the boundaries of Brazoria County, Texas and which are not currently included in Brazoria County Emergency Services District No. 3.

AGENDA

ITEM 5B

ORDER FOR ELECTION TO BE HELD MAY 6, 2023 ON THE PROPOSITION OF AUTHORIZING THE MAXIMUM TAX RATE OF BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 TO IMPOSE A SALES AND USE TAX AS PROVIDED UNDER TEXAS HEALTH AND SAFETY CODE §§775.0751 and 775.0752

WHEREAS, BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 (the "District") operates pursuant to Texas Constitution, Article III, Section 48-e, and Chapter 775, Health & Safety Code; and

WHEREAS, §775.0751, Health & Safety Code, provides that the District may adopt a sales and use tax at an election held as provided by §775.0752; and

WHEREAS, the District may impose the tax at a rate from one-eighth of one percent to two percent in increments of one-eighth of one percent; and

WHEREAS, the District may not adopt a tax if as a result of the adoption of the tax the combined rate of all sales and use taxes imposed by the District and other political subdivisions of this state having territory in the District would exceed two percent at any location in the District; and

WHEREAS, there is contained in the District certain territories contained in certain political subdivisions which overlap portions of the District whereby a total local sales and use tax of two percent (2%) has been imposed; and

WHEREAS, the District Board of ESD Commissioners finds that it would be in the best interests of the District and the residents and commercial interests situated in the District to afford the eligible voters within the District the opportunity to determine whether the District should impose a sales tax at a rate of one and one-half percent (1.5%), **excluding any areas** where there currently exists a 2% local sales and use tax; and

WHEREAS, Health & Safety Code, §775.0752 and Tax Code, §323.403, requires that such Election be held on the next uniform election day not less than 30 days after the day on which the order calling the election was passed,

WHEREAS, the next uniform date for an election called under such circumstances is May 6, 2023,

NOW, THEREFORE, IT IS HEREBY ORDERED that an Election be held in Brazoria County Emergency Services District No. 3 on Saturday, May 6, 2023, between the hours of 7:00 a.m. and 7:00 p.m., on the following proposition:

"The adoption of a local sales and use tax in Brazoria County Emergency Services District No. 3 at a rate not to exceed 1.5 percent in any location in the district."

IT IS FURTHER ORDERED that:

1. The ballot for the Election shall provide for voting "for" or "against" the above stated proposition. A majority of the votes cast either "for" or "against" the proposition shall determine whether the proposition is adopted. A vote "for" shall mean a vote in favor of the proposition and a vote "against" shall mean a vote against the proposition.

2. The election may be held jointly with other Brazoria County entities under the Joint Election Agreement promulgated by the Brazoria County Elections Office.

3. The election will be conducted by the Brazoria County Elections Office under the terms of the Election Services Agreement promulgated by the Brazoria County Elections Office. To the full extent allowed by law, the District delegates to the Brazoria County Elections Administrator all election duties described in the Agreement.

4. The Election shall be held within the Election Precincts and at the Polling Places designated by the Elections Administrator (also called "Contracting Officer") pursuant to the Brazoria County Election Order for the Brazoria County elections scheduled for May 6, 2023, subject to any such changes as may be made under the authority of such Order. The designation is adopted and approved by the Board of ESD Commissioners.

As of the date of this Order, the following election polling places have been designated:

Brazoria County Precincts

1, 3, 5, 6, 7, 9, 11, 15, 16, 21, 24,
25, 31, 34, 35, 39, 40, 42, 44,
53, 55, 56, 57, 58, 60, 61, 64,
65, 70, 73, 75, 76, 77, 78

Polling Place Location

Main Early Voting
Location
East Annex, 1524
E. Mulberry,
Angleton, Texas 77515

5. Only persons qualified to vote within the geographic boundaries of **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** shall be allowed to vote at the Election and each voter shall vote at the Polling Place designated by Brazoria County, as described above.

6. The Notice of the Election shall be prepared in accordance with law and shall be given by publication of the Notice of Election along with the Order designating the Voting Precincts and Polling Places for the Election. Such publication shall be made one time in a daily newspaper of general circulation within the geographic boundaries of the District, said publication to be made not earlier than the 30th day nor later than the 10th day before the Election Date. Further, a copy of such Notice shall, not later than the 21st day before the Election Date, be posted on the bulletin board or other place conspicuous to the public used for posting Notices of the meetings of the District Board of Emergency Services Commissioners and a copy shall be filed with the County Clerk of Brazoria County, Texas. After publication, the District Board of Emergency Services Commissioners

shall retain a copy of the published Notice that contains the name of the newspaper in which it was published and the date of publication.

7. The voting in the District's Election Precincts shall utilize an Electronic Voting System procured and certified by the Brazoria County Elections Office. Brazoria County's certified electronic voting equipment is to be used in the May 6, 2023 Joint Election, as described in the Joint Election Agreement and/or Election Services Agreement.

8. **Joyce Hudman**, is hereby designated as the Early Voting Clerk for the Election. Early voting shall be conducted from April 24, 2023 (the date which represents the earliest date on which early voting may begin) through May 2, 2023 (the date which represents the last day on which early voting may be performed). As ordered by the District Board of Emergency Services Commissioners, early voting will be conducted on the days and hours and at the locations designated by the Elections Administrator pursuant to the Order of Brazoria County for the Brazoria County elections. As of the date of this Order, the location of main early voting place is designated as follows:

East Annex
1524 E. Mulberry
April 24 – 28, 2023 8AM – 5PM
April 29, 2023 7AM – 7PM
May 1 – 2, 2023 7AM – 7PM

Except as otherwise provided below, there shall be no early voting on any Saturday or Sunday or on any official national or state holiday, except as follows:

Saturday, April 29, 2023 from 7:00 a.m. to 7:00 p.m.

9. For the use of those voters in the District who are entitled by law to vote early by mail, the Early Voting Clerk above named shall receive applications for early voting ballots to be voted by mail in accordance with the Texas Election Code. For the use of those voters who are entitled by law to vote an early voting ballot by mail, the District shall provide each voter with a paper ballot and instructions to make a mark on the paper ballot.

10. As described in the Election Services Agreement, the District Board orders that ballot applications and ballots voted shall be sent to the Early Voting Clerk at **111 E. Locust Ste 200 Angleton, TX 77515**, or as otherwise designated by the Brazoria County Early Voting Clerk. The ballot applications must be received by April 25, 2023, at 5:00 p.m. If any Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the application must also be submitted by mail and be received not later than the fourth (4th) business day after it is received by email or fax. All requests for early voting ballots to be voted by mail that are received by the District shall be forwarded in person or by email or fax to the Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to the Contracting Officer for all processing. The Regular Early Voting Clerk for the District, as defined in the Election Services

Agreement between Brazoria County and the District, may also receive applications and forward same to the Early Voting Clerk, as described in the Election Services Agreement.

11. The following concurrent and subsequent Orders, among other Orders, may be made by the District to facilitate the Election: Joint Election Agreement; Order Approving and Appointing an Agent; Order Approving a Contract with Brazoria County; Order Establishing And Designating Election Precincts And Polling Places; Order Appointing Presiding Election Judge(s); Order Appointing Early Voting Ballot Board; Order Appointing An Early Voting Clerk; Order Establishing And Designating A Polling Place; Resolution Adopting Voting System.

12. In accordance with all applicable Federal and State law, there shall be provided Spanish translation of the ballot as well as other applicable election materials.

13. This Order constitutes the Election Order of **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** Election to conduct a Sales and Use Tax Proposition election.

ADOPTED at Open Meeting this the 13th day of February, 2023, by a vote of ____ to ____.

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

ATTEST:

By: _____
Darrell Valusek, District President

By: _____
Matt Glaves, District Secretary

AGENDA

ITEM 5D

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 6, 2023. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), 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 electronic voting system and to compensate the County Clerk 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.

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 shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk 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 electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk 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 electronic voting system at the applicable polling places. In such cases, total 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 or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

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's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. 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 will be provided once the final candidate filing deadline has been met and will be listed as Attachment "A". 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 as Attachment "A".

If polling places for the joint election in Attachment "A" 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 the date of the election described in Attachment "A", 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 name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court 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. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. 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 County's 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 ensure 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 the presiding election judge 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 rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. 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 who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

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 temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk 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 County Clerk 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 County Clerk 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). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk 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. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared then the Political Subdivision will be responsible for all cost.

VII. EARLY VOTING

The Parties 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 Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. 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 Chapter 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 County Clerk 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.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk 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 County Clerk Elections Department, shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County 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:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

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

The County Clerk Elections Department shall post all election night results to County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$2000.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. 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 County Clerk 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.

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 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 County Clerk Elections Department agrees to provide advisory services to the Political Subdivision 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.

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 election equipment and voting places; 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 County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the 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; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
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 or 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.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq.,

as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$2,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 17, 2023. Therefore, Deposit is due by March 3, 2023. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the May 6, 2023, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, 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.

(1) On the _____ day of _____, 2023 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2023 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST: BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

ATTACHMENT "A" SUBJECT TO CHANGE	
Home Pct #	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Precinct 4 Building #2, 121 N 10th St, West Columbia
4	Brazoria Library, 620 S Brooks, Brazoria
7	Freeport Library, 410 Brazosport Blvd, Freeport
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute Event Center, 100 Parkview Dr, Clute
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland
39	Alvin Library, 105 S Gordon, Alvin
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland
65	North Annex, 7313 Corporate Dr, Manvel
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
TENTATIVE, DEPENDING ON WHETHER THE CITY HAS AN ELECTION:	
6	Liverpool City Hall, 8901 CR 171, Liverpool
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
9	Bonney Annex Building, 19025 FM 521, Bonney
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

- Angleton (Main)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake Jackson.....Lake Jackson Civic Center, 333 Hwy 332 East
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EastTom Reid Library, 3522 Liberty Dr
- Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
- West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

- April 24-28.....8 AM – 5 PM
- April 297 AM – 7 PM
- May 1-27 AM – 7 PM

Jose Idelman

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

- Angleton (*Ubicación Principal*)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake JacksonLake Jackson Civic Center, 333 Hwy 332 East
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EsteTom Reid Library, 3522 Liberty Dr
- Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- SweenySweeny Community Center, 205 W Ashley Wilson Rd
- West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

- 24-28 de abril8 AM – 5 PM
- 29 de abril7 AM – 7 PM
- 1-2 de mayo7 AM – 7 PM

Jose Idelman

Secretaria de la Votación Adelantada

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$350.00 each
SCANNER UNIT (additional 2023).....	\$425.00 each
ACCESS WITH TOUCH UNIT (DOU).....	\$375.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

Programming (increase 2023)	\$ 450.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	
Ballot Paper size 8.5 x 11.....	18 cents per sheet
Ballot Paper size 8.5 x 14.....	24 cents per sheet

Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY (increase 2023)

For Election Day, we will calculate the cost for each location (see Exhibit 'A2') the total cost for Election Day will then be calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

EARLY VOTING (increase 2023)

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$2000.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.