

# Waterwood MUD No.1

2 Waterwood  
Huntsville, Texas 77320  
936/650-9848

August 14, 2020

## THE BOARD OF DIRECTORS FOR THE WATERWOOD MUNICIPAL UTILITY DISTRICT NO.1 OF SAN JACINTO COUNTY, TEXAS AND TO ALL INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Waterwood Municipal Utility District No.1 of San Jacinto County, Texas will meet in special session, open to the public, via a telephonic conference meeting on Friday, August 14, 2020, at 1:00 PM. This telephonic conference meeting is authorized by the suspension of certain provisions of Chapter 551, Texas Government Code, as described below. The dial-in number for the meeting is provided below. Electronic copies of the meeting materials are available at <https://waterwoodmud.com/board-meetings> at such time as the meeting occurs or by contacting Susan Demiany at [demiany@sklaw.us](mailto:demiany@sklaw.us).

### TO ATTEND VIA TELEPHONE:

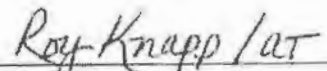
Dial: 1-800-504-4496

Participant Code: 2871136

At the meeting the following items will be considered and acted on:

1. **Call to order and welcome guests;**
2. **Board of Directors Election [November 3rd];**
  - a) adopt Order Calling Directors Election;
  - b) approve Joint Election Agreement and Contract for Election Services [San Jacinto County];
  - c) appoint agent for election matters;
  - d) authorize other appropriate action;
3. **Consider adjournment.**

Pursuant to actions by the Governor of the State of Texas on March 16, 2020, certain requirements of Chapter 551, Texas Government Code, have been suspended in response to the COVID-19 epidemic. This action allows governmental bodies to conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings to slow the spread of COVID-19.

  
\_\_\_\_\_  
Roy Knapp

CERTIFICATE FOR ORDER

THE STATE OF TEXAS                   §  
  §  
COUNTY OF SAN JACINTO           §

We, the undersigned officers of the Board of Directors of Waterwood Municipal Utility District No. 1 of San Jacinto County, Texas, hereby certify as follows:

1. The Board of Directors of Waterwood Municipal Utility District No. 1 of San Jacinto County, Texas, convened in Special Session, open to the public, on the 14<sup>th</sup> day of August, 2020, via telephonic conference, as permitted by actions by the Governor of the State of Texas on March 16, 2020, which suspended certain provisions of Chapter 551, Texas Government Code, in connection with the COVID-19 epidemic. The roll was called of the duly constituted officers and members of the Board, to-wit:

Eric Cooper	President
Roy Knapp	Vice President
Al Goldsmith	Secretary
Dannie Hubbard	Director
Kevin Cook	Director

and all of said persons were present, except Director \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: an

**ORDER CALLING DIRECTORS ELECTION  
FOR A MUNICIPAL UTILITY DISTRICT**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted; and, after due discussion, the motion, carrying with it the adoption of the Order prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that the Order has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given pursuant to the Governor's actions and Chapter 551, Texas Government Code, as amended.

PASSED AND APPROVED the 14<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
Secretary

(SEAL)

**ORDER CALLING DIRECTORS ELECTION  
FOR A MUNICIPAL UTILITY DISTRICT**

BE IT ORDERED BY THE BOARD OF DIRECTORS OF WATERWOOD MUNICIPAL UTILITY DISTRICT NO. 1 OF SAN JACINTO COUNTY, TEXAS, THAT:

Section 1: An election shall be held within and for Waterwood Municipal Utility District No. 1 of San Jacinto County, Texas (the "District") between the hours of 7:00 a.m. and 7:00 p.m., on the 3<sup>rd</sup> day of November, 2020, at the locations set forth on **Attachment "A"**. The District has or will enter into a Joint Election Agreement and Contract for Election Services (the "Contract") with San Jacinto County, Texas (the "County"), and the County will administer the election on the District's behalf. At said election there shall be submitted to the duly qualified resident electors of the District the matter of electing two (2) directors.

Section 2: The legal boundaries of the District are hereby established as jurisdictional boundaries and will constitute one election precinct, unless otherwise determined by the County pursuant to the Contract.

Section 3: All officials and personnel for the election, including judges, clerks, boards, managers, and poll workers, will be appointed or designated by the County pursuant to the Contract. The rate and pay for judges and clerks will be determined by the County, in compliance with the Texas Election Code (the "Code").

Section 4: Voting by personal appearance in the election shall be by the use of an electronic voting system prepared by the County pursuant to the Contract and Chapter 123 of the Code. All equipment and supplies necessary for the conduct of the election will be provided by the County.

Election day voting, early voting, and voting by mail in the election will occur as provided by the County pursuant to the Contract. Polling places for voting by personal appearance will be provided by the County. Early voting shall occur on each day from October 13, 2020, through October 30, 2020, inclusive. The hours and locations for early voting by personal appearance are set forth on **Exhibit "B"**.

Applications for ballot by mail may be obtained from the County at [vshelly@co.san-jacinto.tx.us](mailto:vshelly@co.san-jacinto.tx.us). The mailing address to which ballot applications and ballots to be voted by mail may be sent is: Vicki Shelly, Elections Administrator, San Jacinto County, 1 State Highway 150, Room 2, Coldspring, Texas 77331.

The election will be held and conducted and returns made to the Board of Directors of the District (the "Board"), all in accordance with the Code, as modified by Chapter 49, Texas Water Code, as amended.

Section 5: The County's Elections Administrator is hereby appointed as the agent for the Secretary of the Board for the purpose of being custodian of the election records. The agent shall maintain election records in accordance with the Code.

Section 6: All qualified resident electors of the District shall be entitled to vote in the election.

Section 7: Written application to have a person's name printed on the ballot as a candidate for the office of director of the District, signed by the candidate, or by at least ten qualified voters of the District, must be received by the Secretary of the Board or by Sanford Kuhl Hagan Kugle Parker Kahn LLP, the District's appointed agent for the election, by 5:00 p.m. on August 17, 2020. No person's name shall be placed on the ballot unless he is at least eighteen (18) years of age, a resident citizen of the

State of Texas, either owns land subject to taxation in the District or is a qualified voter within the District, and has filed a loyalty affidavit and statement of awareness of the nepotism law with the Secretary of the Board or with the District's agent for the election. No person who is disqualified by the laws of the State of Texas from serving as a director of this District shall have his name placed on the ballot. The Secretary of the Board is authorized to determine the qualifications of candidates for office. Any person not satisfied with said officer's ruling shall be authorized to appeal the decision to the Board. Blank applications, loyalty affidavits, other forms, and copies of this Order may be obtained from Sanford Kuhl Hagan Kugle Parker Kahn LLP("SKLaw"), 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056.

Section 8: The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing to be conducted by the Secretary or by SKLaw for the election. The Secretary or SKLaw shall post notice within the District or at SKLaw's office, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing and shall also give personal notice to all candidates. Said notice is to be mailed not later than the fourth day before the day of the drawing. Each candidate involved in the drawing or a representative designated by him shall have a right to be present and observe the drawing.

Section 9: Any write-in votes cast in the election shall not be counted unless the name appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a declaration of write-in candidacy and file said declaration with the Secretary of the Board or SKLaw no later than 5:00 p.m. on August 21, 2020.

Section 10: Ballots for the election shall be in English and Spanish, as required by federal voting rights law. The voter may vote for up to two (2) persons for director by placing an "X" in the square beside the person's name. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the County.

Section 11: In accordance with Section 4.003 of the Code, the President and the Secretary of the Board are hereby directed to cause notice of this election to be posted within the District (at the place where notices of meetings are posted) at least twenty-one (21) days before the date of the election, at such other physical or electronic places as notice of the meetings of the Board are required to be posted.

Section 12: If a certification is received from the Secretary of the Board pursuant to Title 1, Chapter 2, Subchapter C, of the Code advising that the candidates are unopposed, the Board by order may declare the candidates elected and the election shall not be held.

Section 13: The President and Secretary of the Board are authorized and directed to take any action necessary to carry out the provisions of this Order.

***[SIGNATURE PAGE FOLLOWS]***

PASSED AND APPROVED the 14<sup>th</sup> day of August, 2020.

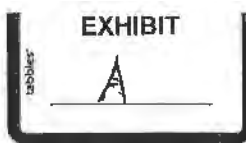
\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

DRAFT



## **Election Day Polling Locations**

**November 3, 2020, for voting in a General Election**  
*(3 día de Noviembre de 2020 para votar en una elección general.)*

**All locations will serve all eligible voters!**

*(¡Todas las ubicaciones servirán a todos los votantes elegibles!)*

**(7:00 a.m. -7:00 p.m.)**

*(7:00 a.m. -7:00 p.m.)*

**BOX 1 – Elections Administration**

*(Precinto electoral número uno- Coldspring*

*Precinto del comisionado, número uno )*

**51 E. Pine Ave.**

**Coldspring, TX. 77331**

**BOX 2 – Shepherd Community Center**

*(Precinto electoral número dos - Shepherd*

*Precinto del comisionado, número dos)*

**10251 State Hwy 150**

**Shepherd, TX 77371**

**BOX 3 – Evergreen Community Center**

*(Precinto electoral número tres - Evergreen*

*Precinto del comisionado, número tres)*

**7550 State Hwy 150 W**

**Coldspring, TX 77331**

**BOX 5 – Bear Creek VFD**

*(Precinto electoral número cinco- Bear Creek*

*Precinto del comisionado, número tres)*

**11550 FM 1725**

**Cleveland, TX 77328**

**BOX 7 – Point Blank, Precinct 4 Annex**

*(Precinto electoral número siete - Point Blank*

*Precinto del comisionado, número cuatro)*

**221 Boat Launch Rd**

**Point Blank, TX 77364**

**BOX 8 – Oakhurst Fire Department**

*(Precinto electoral número ocho - Oakhurst*

*Precinto del comisionado, número cuatro)*

**990 US Hwy 190**

**Oakhurst, TX 77359**

**BOX 13 – New Hope Baptist Church**

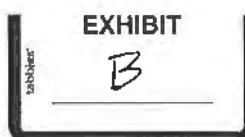
*(Precinto electoral número trece- New Hope Baptist Church*

*Precinto del comisionado, número uno)*

**13200 FM 2025**

**Cleveland, TX 77328**

**\*\*\*Boxes 4, 6, 10 & 14 to be CLOSED for this Election!!\*\*\*\*\***



**Early Voting Locations and Schedule**  
**October 13, 2020 – October 30, 2020**

Location for Early Voting Polling Places (*Ubicación del lugar de votación anticipada*):

**Elections Administration Building**  
*Edificio de Administración de Elecciones*  
**51 E Pine Ave.**  
**Coldspring, TX 77331**

**Shepherd Community Center**  
*(Precinto electoral número dos - Shepherd*  
**10251 State Hwy 150**  
**Shepherd, TX 77371**

Early Voting Dates & Times (*Fechas y horarios de votación anticipada*):

Monday, October 12<sup>th</sup> (closed)  
*Lunes, 12 de octubre cerrado*

Tuesday, October 13<sup>th</sup> (7:00 a.m. – 7:00 p.m.)  
*Martes, 13 de octubre 7:00 a.m. - 7:00 p.m.*

Wednesday, October 14<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Miércoles, 14 de octubre 8:00 a.m. - 4:30 p.m.*

Thursday, October 15<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Jueves, 15 de octubre 8:00 a.m. - 4:30 p.m.*

Friday, October 16<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Viernes, 16 de octubre 8:00 a.m. - 4:30 p.m.*

Saturday, October 17<sup>th</sup> (7:00 a.m. – 7:00 p.m.)  
*Sábado, 17 de octubre, 7:00 a.m. - 7:00 p.m.*

Sunday, October 18<sup>th</sup> (closed)  
*Domingo, 18 de octubre, cerrado*

Monday, October 19<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Lunes, 19 de octubre 8:00 a.m. - 4:30 p.m.*

Tuesday, October 20<sup>th</sup> (7:00 a.m. -7:00 p.m.)  
*Martes, 20 de octubre 7:00 a.m. -7: 00 p.m.*

Wednesday, October 21<sup>st</sup> (8:00 a.m. – 4:30 p.m.)  
*Miércoles, 21 de octubre 8:00 a.m. - 4:30 p.m.*

Thursday, October 22<sup>nd</sup> (8:00 a.m. – 4:30 p.m.)  
*Jueves, 22 de octubre 8:00 a.m. - 4:30 p.m.*

Friday, October 23<sup>rd</sup> (8:00 a.m. – 4:30 p.m.)  
*Viernes, 23 de octubre 8:00 a.m. - 4:30 p.m.*

Saturday, October 24<sup>th</sup> (7:00 a.m. – 7:00 p.m.)  
*Sábado, 24 de octubre, 7:00 a.m. - 7:00 p.m.*

Sunday, October 25<sup>th</sup> (closed)  
*Domingo, 25 de octubre, cerrado*

Monday, October 26<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Lunes, 26 de octubre 8:00 a.m. – 4:30 p.m.*

Tuesday, October 27<sup>th</sup> (7:00 a.m. – 7:00 p.m.)  
*Martes, 27 de octubre 7:00 a.m. - 7:00 p.m.*

Wednesday, October 28<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Miércoles, 28 de octubre 8:00 a.m. - 4:30 p.m.*

Thursday, October 29<sup>th</sup> (8:00 a.m. – 4:30 p.m.)  
*Jueves, 29 de octubre 8:00 a.m. - 4:30 p.m.*

Friday, October 30<sup>th</sup> (7:00 a.m. – 7:00 p.m.)  
*Viernes, 30 de octubre 7:00 a.m. - 7:00 p.m.*

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS                   §  
  §  
COUNTY OF SAN JACINTO           §

THIS CONTRACT made by and between San Jacinto County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County” and the Waterwood MUD #1 hereinafter referred to as “Political Subdivision,” pursuant to Sections 31.092 and 271.002, Texas Election Code, as amended, for a joint November 3, 2020, election to be administered by the County’s Elections Administrator.

*RECITALS*

WHEREAS, the County is holding a general election to elect federal, state, district, county and precinct offices (at the expense of the County) on November 3, 2020.

WHEREAS, the Political Subdivision is holding a general director election (at the expense of the Political Subdivision) on November 3, 2020.

WHEREAS, the County owns an electronic voting system, the Hart InterCivic Inc. Verity Touch Screen Voting System (the “Voting System”), which has been duly approved by the Secretary of State pursuant to Chapter 122, Texas Election Code, as amended, and is compliant with the accessibility requirements set forth by Section 61.012, Texas Election Code, as amended.

WHEREAS, the Political Subdivision requests that the County provide election services as outlined herein for the Political Subdivision’s General Trustee Election on November 3, 2020, including the use of the County’s electronic voting system and agrees to compensate the County for such services 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 Elections Administrator of the County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. The Political Subdivision agrees to pay the County for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator 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 Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that the County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Political Subdivision agrees that the County may enter into joint election agreements with other political subdivisions that may have territory



located partially or wholly within the boundaries of the 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

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

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

## III. VOTING LOCATIONS

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

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32, Texas Election Code, as amended. The County, in accordance with applicable provisions of the Texas Election Code, shall make emergency appointments of election officials if necessary. Upon request by the Elections Administrator, the Political Subdivision agrees to provide reasonable assistance in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Office of the Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32, Texas Election Code, as amended, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections

Administrator notifying 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 and clerk will receive compensation at an hourly rate established by the County pursuant to Section 32.091, Texas Election Code, as amended. Pursuant to the provisions of Section 32.092, Texas Election Code, as amended, 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 the 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 the 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 County's District Attorney.

## V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, 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 the Political Subdivision, the Elections Administrator may, at her discretion, order the maps and pass that charge on to the Political Subdivision or request that the Political Subdivision supply such maps at the expense of the Political Subdivision.

The Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by the Political Subdivision. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to the Political Subdivision's candidates and/or propositions.

## VI. EARLY VOTING

The Political Subdivision agrees to conduct joint early voting. The County will appoint a Joint Early Voting Clerk and Deputy Early Voting Clerks in accordance with Sections 31.097 and 271.006, Texas Election Code, as amended. The Political Subdivision agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by the County pursuant to Section

83.052, Texas Election Code, as amended. 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 the joint early voting location.

The Early Voting Clerk shall receive applications for early voting ballots to be voted by mail in the Political Subdivision’s general trustee election in accordance with Chapters 31 and 86, Texas Election Code, as amended. 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 Administrator for processing.

The Elections Administrator 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

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

## VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The County shall appoint the central counting station judge and the Elections Administrator shall appoint other central counting station officials.

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

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

## IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Political Subdivision agrees to pay a daily rental fee as stated in the Estimated Election Services Cost attached as Exhibit “C” for each Hart InterCivic, Inc. Touch Screen upon which its ballot appear; only one per Election Day “Normal” voting location and one for each day of Early Voting. The Political Subdivision agrees to pay its costs of programming as Hart InterCivic bills each entity separately. The County will pay all invoices from Hart InterCivic upon receipt and bill each entity according to this

contractual agreement. Voting costs shared by the County, the Political Subdivision, and other political subdivisions shall be divided equally among the participants utilizing that polling place.

#### X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

#### XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010, Texas Election Code, as amended.

Access to the election records shall be available to the Political Subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058, Texas Election Code, as amended. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Political Subdivision.

#### XII. RECOUNTS

A recount may be obtained as provided by Title 13, Texas Election Code, as amended. The Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, or such other location as the Elections Administrator shall reasonably designate, and that the Elections Administrator, or her authorized delegate, 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 Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount. The Political Subdivision is fully responsible for all actual costs of any recount. The Elections Administrator agrees that no additional administrative fee shall be charged for such recount.

#### XIII. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for

such purposes and that in such event there may be a decrease in the pro-rata share to be paid to the County by the Political Subdivision.

2. The Elections Administrator shall file copies of this document with the San Jacinto County Treasurer and the San Jacinto County Auditor in accordance with Section 31.099, Texas Election Code, as amended.

3. The parties agree that under the Constitution and laws of the State of Texas, neither the County nor the 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.

4. 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 San Jacinto County, Texas.

5. 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.

6. The parties agree that early voting hours may be extended to include Saturday and/or Sunday hours if petitioned for such.

7. The parties agree that early voting may be conducted at branch locations if approved by Commissioners' Court.

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 the Political Subdivision's obligation under the terms of this agreement shall be \$13, 802.80. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2020 election and the Political Subdivision shall pay to San Jacinto County the balance due within thirty (30) days after receipt of the final invoice from the Office of the Elections Administrator.

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 \_\_\_\_\_, 2020 been executed on behalf of San Jacinto County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the \_\_\_ day of \_\_\_\_\_, 2020 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;

San Jacinto County:

By \_\_\_\_\_  
Vicki Shelly  
San Jacinto County Elections Administrator

Waterwood MUD No. 1:

By \_\_\_\_\_  
Authorized Representative

ATTACHMENT A

ELECTION DAY POLLING PLACES

**Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 3, 2020, for voting in a General Election.**

(El aviso se da por este medio que los lugares de las casillas electorales enumerados abajo estaran abiertos a partir desde 7:00 de la manana hasta 7:00 de la tarde en el 3 dia de Noviembre de 2020 para votar en una eleccion general.)

**BOX 1 – Elections Administration**

*(Precinto electoral número uno- Coldspring  
Precinto del comisionado, número uno )*

**51 E. Pine Ave.  
Coldspring, TX. 77331**

**BOX 2 – Shepherd Community Center**

*(Precinto electoral número dos - Shepherd  
Precinto del comisionado, número dos)*

**10251 State Hwy 150  
Shepherd, TX 77371**

**BOX 3 – Evergreen Community Center**

*(Precinto electoral número tres - Evergreen  
Precinto del comisionado, número tres)*

**7550 State Hwy 150 W  
Coldspring, TX 77331**

**BOX 5 – Bear Creek VFD**

*(Precinto electoral número cinco- Bear Creek  
Precinto del comisionado, número tres)*

**11550 FM 1725  
Cleveland, TX 77328**

**BOX 7 – Point Blank, Precinct 4 Annex**

*(Precinto electoral número siete - Point Blank  
Precinto del comisionado, número cuatro)*

**221 Boat Launch Rd  
Point Blank, TX 77364**

**BOX 8 – Oakhurst Fire Department**

*(Precinto electoral número ocho - Oakhurst  
Precinto del comisionado, número cuatro)*

**990 US Hwy 190  
Oakhurst, TX 77359**

**BOX 13 – New Hope Baptist Church**

*(Precinto electoral número trece- New Hope  
Precinto del comisionado, número uno)*

**13200 FM 2025  
Cleveland, TX 77328**

**\*\*Proposed Boxes 4,6,10 & 14 to be closed for this Election!\*\* (Commissioner's court to decide 8/12/2020)**

*(San Jacinto County operates under the "Vote Center" guidelines thereby; permitting all registered voters to vote at any open voting box on Election Day. Highlighted above is your "normal" Election Day polling location(s).)*

ATTACHMENT B

EARLY VOTING POLLING PLACES

**SAN JACINTO COUNTY ELECTIONS ADMINISTRATION  
51 EAST PINE AVENUE  
COLDSRING, TX 77331**

**EARLY VOTING TIMES:**

**Early voting by Personal Appearance will be conducted each week day at the San Jacinto County Elections Administration at 51 East Pine Ave., Coldspring, TX. beginning on October 13, 2020 and ending on October 30, 2020.**( comienza del 13 dia de Octubre del 2020 y terminado del 30 dia de Octubre del 2020.)

\*The Commissioner's Court will vote on the extended days and hours to conduct Early Voting on the August 12, 2020 Court Date. I will share those with you upon Court approval.



## ATTACHMENT C

### Cost Details for Voting Machines for EV & ED

**Daily rental of the Verity Touch Screen voting machines is calculated at a rate of \$465.00 per/day (for each machine) and \$525.00 per/day (for each ADA machine). In a joint agreement the political subdivision shall be charged only for 1 machine per each day of Early Voting and 1 machine for each “normal” Election Day polling location of the political subdivision.**