



Wharton County Junior College

Proposed Agenda Item Board of Trustees Meeting

Complete this form and submit it to the Office of the President by noon on Friday, 11 days prior to the Tuesday evening meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: May 19, 2020

Date of this Proposal: April 30, 2020

SUBJECT:

Amendment to Joint Election Agreement and Contract Services for Election Services

RECOMMENDATION:

Recommend approval of the Amendment to Joint Election Agreement and Contract for Election Services between Fort Bend County and Wharton County Junior College.

BACKGROUND/RATIONALE:

Due to the COVID-19 pandemic, the decision was approved to move the May 2, 2020 Board of Trustee election to November 3, 2020. The attached Amendment approves this change of date.

Estimated Cost and Budgetary Support (how will this be paid for?): N/A

RESOURCE PERSON(S) [name(s) and title(s)]:

Bryce D. Kocian, Vice President of Administrative Services

SIGNATURES:

B. D. Kocian
Originator

05/08/2020
Date

B. D. Kocian
Cabinet-Level Supervisor

05/08/2020
Date

PRESIDENT'S APPROVAL:

Billy C. McLeod
reg 113
6-21-95

5-8-20

THE STATE OF TEXAS
COUNTY OF FORT BEND

AMENDMENT TO JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS AMENDMENT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through the Fort Bend County Elections Administrator pursuant to Texas Election Code Section 31.092, hereinafter referred to as the "County", and Wharton County Junior College hereinafter referred to as "Political Subdivision." Both may be referred to herein individually as a "Party" or collectively as "Parties".

RECITAL

Whereas, the Parties executed and accepted that certain Joint Election Agreement and Contract for Election Services on February 11, 2020, herein after the "Contract" for a joint election to be held on May 2, 2020, pursuant to Texas Election Code Section 271.002; and

Whereas, the Parties desire to amend the Contract to reflect a change in the date of the General Election due to delays caused by the COVID-19 Coronavirus pandemic.

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

Generally, all references in the Contract to a General Election date of May 2, 2020 shall hereby be changed to November 3, 2020

III. Voting Locations

If polling places for the November 3, 2020 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than November 3, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 3, 2020 election.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$6,463.00 The Political Subdivision agrees to pay to the County a deposit of \$3880.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to the County within ten (10) days of the Political Subdivision's receipt of this agreement, authorized by the governing bodies of both parties and fully executed by both parties. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 3, 2020 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to the County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

Except as provided herein, all terms and conditions of the Contract shall remain unchanged.

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 8th day of April, 2020 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code Section 31.092 so authorizing;
- (2) It has on the _____ day of _____, 2020 been executed on behalf of Wharton County Junior College by its Presiding Officer or authorized representative, pursuant to an action by the Governing Body of Wharton County Junior College.

FORT BEND COUNTY

By  _____
John Oldham
Elections Administrator

WHARTON COUNTY JUNIOR COLLEGE

By _____