

**ORDINANCE NO. 20110512-004**

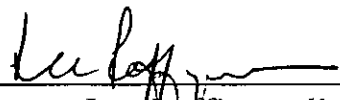
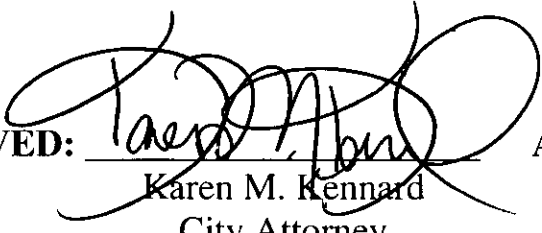

**AN ORDINANCE REPEALING AND REPLACING EXHIBITS C, D, E, AND F OF ORDINANCE 20110210-003 ORDERING THE MAY 14, 2011 GENERAL MUNICIPAL ELECTION REGARDING PRECINCT JUDGES, CENTRAL COUNTING STATION WORKERS, EARLY VOTING BALLOT BOARD JUDGES, AND JOINT ELECTION AGREEMENTS; AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** Ordinance No. 20110210-003 ordering the May 14, 2011 General Municipal Election is amended to repeal and replace Exhibits C, D, E, and F regarding precinct judges, central counting station workers, early voting ballot board judges, and joint election agreements.

**PART 2.** The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

**PASSED AND APPROVED**

	§	
	§	
_____ May 12 _____, 2011	§	_____  _____
		Lee Jeffingwell
		Mayor
<b>APPROVED:</b> 	<b>ATTEST:</b> 	
Karen M. Kennard	Shirley A. Gentry	
City Attorney	City Clerk	

**Exhibit C**  
(Adjunto C)

**May 14, 2011 General Municipal Election**  
(Elección General Municipal, 14 de Mayo, 2011)

**PRECINCT PRESIDING AND ALTERNATE JUDGES**  
(**JUECES PRESIDENTES Y JUECES ALTERNOS**)

<b>County</b> ( <i>Condado</i> )		<b>Presiding Judge</b> ( <i>Juez Presidente</i> )	<b>Alternate Judge</b> ( <i>Juez Presidente Alterno</i> )
Travis	105, 106, 107	Dora Luz Cantu	Maria Sosa
	108	Eloise Brooks	Alberta Kemp
	109	Mark Eastwood	Nancy Desher
	110	Robert Vitray	Elpidio Buantello
	111	Thomas Lerma	Douglas Fortune
	112, 113, 153	Carmen Zuniga	Mary Vasquez
	121, 122	Isaiah Williams	Sara Black
	123	Mary Bragner	Verona Thornton
	124	Samuel Coffman	Cordia Hill
	126	Dwight Piper	Gloria Tapia
	129, 101	Joyce Darby	Nettie Smothers
	130	Lois Dzenowski	Sara Lee
	132	Linda Klemett	Wayne Cook
	133	Marian Glass	J.T. Glass
	135	Lee Basore	Rolland Standish
	136	Daniel Smith	Lisa Messana
	137	Annie Baker	Mary Williams
	139	Cheryl Taylor	Wanda Fowler
	140	Mary Guerrero	Mary Davila
	141	Carol Rabun	Vivan Mansell
	146, 145	Robert Turney	Barbara Turney
	148	John McEvoy	James McEvoy
	149	Shirley Scott	Linda Krueger
	150	Manuela Cabillo	Mary Huerta
	151	Margery Mackey	Deborah Griffis
	152	Amanda Miller	Fay Villalobos
	154	Julius Dubcak	Jeannie Dubcak
	156	Leola Canada	James Thomas
	160	Judy Hughes	Norman Stosberg

161	Murlene Johnston	Rhesa Cook
163	Daniel Biering	Shirley Tignor
164	Leavern Johnson	Melody Williams
202, 209	Barbara Egliht	Mary Schoppe
205	Edward Walsh	Susan Renner
206, 203	Barbara McCracken	Sheila McCracken
207	Michael Conwell	Dawn Mulkay
208	Julie Moore	John Eccles
210, 251	Demarkus Scott-Riddle	Paul Sweeney
211	Paul Birdsall	Lester Griffin
213	Connie Brown	Naomi Ebert
214	Barbara Hunt	Patricia Hunt
217, 215:216:225:229	Brian Looman	Susan Sparks
218	Joseph Nieto	Laura Nieto
219, 222	Anne Maschka	Earl Wellborn
220	Russell Smith	Frances Ryan
224, 223:227	Sharon Robertson	Joyce Porter
226, 200	Noemi Delgado	Armando Delgado
235	Mary Reynolds	Mary Riley
236	Joseph Reynolds	Betty Blomquist
237	Gloria Roquina-Gritzka	Kay Inberg-Gaul
238	James Abbott	Beverly Abbott
239	Roy Bristow	Judith Bomar
240	Judy Zaleski	Lisa Zaleski
241	John Helgren	Stacey Vanderstek
242	Scott Cook	Virginia Baker
243	Peggy Cravens	Frank Jennings
246	Ed Davis	Malda Matney
248	Richard Wucher	Shirley Wucher
249	Rogerio Rabago	Christa Rabago
250	May Schmidt	Teresa Perez-Wiseley
252	Alice Kubacak	Leroy Kubacak
253	Linda Becker	Yvonne Gardner
254, 228	Harrison Smith	Paul McClain
256	Katherine Hutto	Kathryn Irely
258	Carol Fritz	Patricia Fordyce
259	Reuben Leslie	Amanda Stout
260	Bettye Scott	Alice Kutschke
262	Emily Snow	Victoria Enos
263	Mark Fisher	Angela Holt

266	Walter Horton	Peggy Horton
267, 279	Carroll Price	Kristen Kelly
268	Roy Ewing	Larry Rogers
271, 231:247	David Mann	Sandra Mann
273	Lois Mayes	Carl Hehmsoth
274, 272	John Taylor	Pamela Clark
275	Katherine Graham	Maureen Kilpatrick
277	Danny Cain	Kevin Wright
278	Alfred Stanley	David Wilkie
301	Pamala Walls	David Thomas
304, 367	Gene Grottke	Bryan Weston
306, 324:346	William Warmuth	Kevin Roche
307	Judy Moroe	Cynthia Selman
309	James Davis	Annie Davis
315, 321	Deborah Penn	Bess Cook
317	William Stewart	Clayton Holmes
318	Robert Batlan	Rebecca Stone
319, 320	Robert Brennan	Cathleen McGrath
323, 310	Teresa Baird	Evelyn Winn
326	Lori Snider	Joanne Luedtke
327	Louis Hornung	James McCowan
328	Helen Garman	David Cash
331	Phyllis Shockey	Jane Williams
332	Richard Gravois	Nancy Dowling
333, 343	Erica Grignon	Steven Lockwood
334	Kathleen Manning	Daniel Kolar
335, 336	Ernest Rhinehart	Alice Reynolds
338	Patti Edelman	Sydelle Popinsky
339	Richard Jacobsen	Mario Escamilla
342	Rene Trevino	Luis Barrientos
345	Richard Detlefsen	Marvin Rasmussen
347	Robert Scharen	Peggy Morton
349, 303, 314, 361	Virginia Knapp	Kay Huntley
350	Jimmie Deberry	Ernest Rodriguez
351	Ben Lynas	Leticia Salazar
352	Cynthia Greenwood	Julie Hertenberger
354	Carol Debish	Alice Bell
355	Floyd Clark	Paula Klier
356	Shirley Howe	Gary Howe
358	Roye Reeves	Jewel Spencer

359, 312	Sylvia Fatzer	Daniel Kallick
360, 302	Mary Eichner	Dorothy Tate
362	Robert Natoli	Jing Chow
363	Maria Jimenez	Irene Cameron
364, 330	Philessia Edwards	Deborah Haines
366	Maria Garcia	Gerald McNaron
370	Wilbur Nichols	Linda Nichols
371	James Karolik	Edna Hill
372	Lancelot Clopton	Charlotte Clopton
373	Robert Shirley	Orosia Sedillo
374	Mary Delaware	Timothy Buckley
375	William Snodgrass	Robert Abernathy
376	Jane Keene	William Keene
377, 337	Jesse Eckelkamp	Patsy Eckelkamp
378	Richard Coppola	Patricia Coppola
379	Ann Marett	Betty Thompson
403	Tracy Smith	Juanita Jackson
404	Robert Flores	Brenda Limon
405	Shawn Spindle	William Ragsdale
407, 401, 402	Maria Segina	Alicia Nevins
409, 430	Rolando Pina	Regina Scherffius
410	Tina Jackson	Jacqueline Freemon
411, 406, 413	Gary Polka	Shirley Polka
421	Loretta Perez-Ross	Dorothy Ebach-Boyson
422	Peggy Gough	Wendy Sullivan
423	Susana Almanza	Lucy Renteria
424	Marie Dominguez	Agapita Limon
426	Alvino Mendoza	Uvaldo Cantu
427	Gavino Fernandez	Tracy Ekstrand
429	David Rigney	Shujia Pan
431	James Green	Duane Pufpaff
433	Sabrina Oberg	Manuel Arce
437	Mary Diaz	Michelle Diaz
438	Sabino Renteria	Raynaldo Cabrera
439	Ellien Navarro	Angelica Navarro
440, 420	Ina Mahnick	Eva Mueller
441	Betty Lewis	Linda Alvarez
442	Mel Landers	Corey Daehn
443	Eric Andruscavage	Victor Moya
444	Morris Woods	Stuart Goldberg

Williamson

445	Mario Aguilar	Linda Norris
446	Harley Fisher	Maria Flores
447	Margarito Rodriguez	Homero Longoria
448	David Burke	Diana Martinez
450	Grace Matamoros-Poore	Linda Kerr
451	Bobby Freeman	Ola Freeman
452	Bob Allen	Guadalup Limon
454, 412	Ralph Meier	Maxine Meier
455, 458	Britney Parcher	David Moore
460	Marjorie Ferrell	James Ferrell
461	Dolores Maybery	Deloris Shaw
462	Kelton Dillard	Jerry Smolinsky
463	Sue Shrader	Frank Murray
W119, W122, W190	Mike Whelpley	Carol Ruppert
W135, W137, W138	Marie Zumbahlen	Bill Word
W146, W162, W185	Jon Bliss	Richard Palacios
W147, W151, W152	Ann Word	Cathy Mandell
W186, W189, W331	Dan Harrison	Lana Beyer
W204, W278, W201	Maxine Gammon	Doug Gammon
W216, W266, W273, W293	Karen Carter	Paul Ples
W217, W218, W239, W274, W275	Mollie Francis	Gretchen Froehler
W160, W340, W397	Darryl Pool	Janet Pool

**EXHIBIT D**

*(ADJUNTO D)*

**GENERAL MUNICIPAL ELECTION**

*( ELECCIÓN GENERAL MUNICIPAL)*

**CITY OF AUSTIN**

*(CIUDAD de AUSTIN)*

**MAY 14, 2011**

*(14 de Mayo, 2011)*

**CENTRAL COUNTING STATION WORKERS**

*(PERSONAL de la ESTACIÓN CENTRAL PARA CONTAR VOTOS)*

**Travis County**

*(Condado de Travis)*

Presiding Judge

*(Juez Presidente)*

Jimmie Lou Ford

Alternate

*(Juez Presidente Alterno)*

Bruce Leach

Manager

*(Administrador)*

Gail Fisher

Assistant Manager

*(Asistente al Manejador)*

Michael Winn

Tabulation Supervisor

*(Supervisor de Tabulación)*

Bob Trautman

Receiving Substation Managers

*(Administradores de Subestación de Recibo)*

**Williamson County**

*(Condado de Williamson)*

Counting Station Manager

*(Gerente de la Central para Contar Votos)*

Candi Zaccheus

Tabulation Supervisor

*(Supervisor de Tabulación)*

Rick Barron

Presiding Judge of Counting Station

*(Juez Presidente de la Central para Contar Votos)*

Kay Eastes

Alternate Presiding Judge of Counting Station

*(Juez Alterno de la Central para Contar Votos)*

Kay Sparkman

**EXHIBIT E**

*(ADJUNTO E)*

**GENERAL MUNICIPAL ELECTION**

*( ELECCIÓN GENERAL MUNICIPAL)*

**CITY OF AUSTIN**

*(CIUDAD de AUSTIN)*

**MAY 14, 2011**

*(14 de Mayo, 2011)*

**EARLY VOTING BALLOT BOARD JUDGES AND ALTERNATES**

*(JUECES Y JUEVES ALTERNOS PARA LA JUNTA DE BOLETAS DE LA VOTACIÓN  
ADELANTADA)*

**Travis County**

*(Condado de Travis)*

Presiding Judge:

*(Juez Presidente)*

Jimmie Lou Ford

Alternate

*(Juez Presidente Alterno)*

Bruce Leach

**Williamson County**

*(Condado de Williamson)*

Presiding Judge:

*(Juez Presidente)*

Merrill Person

Alternate

*(Juez Presidente Alterno)*

Sammye Bryant



## **EXHIBIT F**

### **AGREEMENT TO CONDUCT JOINT ELECTIONS FOR May 14, 2011 ELECTIONS**

The Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, require local general and special elections to be held on May 14, 2011 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

#### **I. Scope of Joint Election Agreement**

This agreement covers conducting the May 14, 2011 Local General and Special Elections for the Participating Entities' elections to be held on May 14, 2011. The County and the Entities will hold these elections on May 14, 2011 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

#### **II. Election Officer**

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

#### **III. Early Voting**

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

##### **A. County Responsibilities**

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for the governing body's consideration and adoption, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the joint early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

**B. Participating Entities' Responsibilities**

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

**IV. Election Day**

**A. County Responsibilities**

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit them to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may

appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

**B. Participating Entities' Responsibilities**

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

**V. Election Night**

**A. County Responsibilities**

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

**B. Participating Entities' Responsibilities**

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

## **VI. County Resources**

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

## **VII. Joint Election Costs; Payment**

- A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a declaration of a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

## **VIII. General Provisions**

### **A. Legal Notices**

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. *Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.* The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

### **B. Communication**

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

### **C. Custodian**

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

### **D. Effective Date**

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

## **IX. Miscellaneous Provisions**

### **A. Amendment/Modification of Exhibits A, B, and C**

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 14, 2011 election. Any prior agreements,



promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

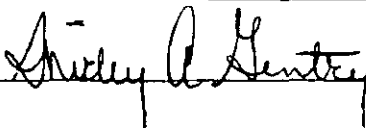
The parties to this agreement have executed it in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2011.

## PARTICIPATING ENTITIES

Name of Participating Entity City of Austin

Address 301 W. 2<sup>nd</sup> Street  
Austin, TX 78701

Name of Authorized Signatory Shirley Gentry

Signature 

Date signed April 11, 2011

## **EXHIBIT A**

### **PARTICIPATING ENTITIES**

#### **Municipalities**

City of Austin – FP and LP  
City of Jonestown  
City of Lakeway  
City of Manor  
City of Pflugerville  
City of Sunset Valley

#### **School Districts**

Del Valle ISD - SMD 5  
Eanes ISD  
Lago Vista ISD  
Leander ISD  
Manor ISD  
Round Rock ISD

#### **ESDS**

Travis County ESD 14

**EXHIBIT B**

**MAPS AND DESCRIPTIONS**

**EXHIBIT C**  
**COST ESTIMATE**