

EXHIBIT G

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer"), and CITY OF AUSTIN FULL PURPOSE (the "District"), pursuant to the authority under §31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the District expects to call an election to be held on November 8 7, 2016 (the "Election");

WHEREAS, the District desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the Contracting Officer and the District desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

I. PURPOSE; SCOPE; APPOINTMENT.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. For purposes of this Contract, the term "Election" will include any resulting recount, or election contest. If a run-off is necessary, the District will work with the Contracting Officer to determine a mutually acceptable run-off date.

B. The Contracting Officer is hereby appointed to serve as the District's Election Officer and Early Voting Clerk to conduct the Election for those areas of the District located in Hays County. As District's Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law, except as otherwise provided in this Contract.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

A. *Nomination of Presiding Judges and Alternate Judges.* Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to District.* Contracting Officer will provide District with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before election day. District acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the

election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judge is responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than October 1, 2016 unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board.

D. *Contracting with Third Parties.* In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

E. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, in his or her discretion, election schools to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the District's territory.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on election day (and to the early voting clerks during early voting) the following election supplies: election kits (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code), pens, pencils, tape, markers, paper clips, ballot box seals, sample ballots, tacks, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The election day list of registered voters shall be arranged in alphabetical order by each precinct.

H. *Direct Recording Electronic Voting Devices "(DREs)".* The Contracting Officer shall provide, at each polling location, at least one voting station with a voting system that: (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot.

I. *Election Equipment.* Contracting Officer will procure, prepare, and distribute election equipment.

J. *Ballots.* The Contracting Officer shall be responsible for the preparation, printing, programming, and distribution of ballots and sample ballots, provided that the District will prepare the text of such ballots as set forth in Section III.C. below. Without limiting the

foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (referred to as DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies. In addition, the Contracting Officer will prepare the paper, optical, and auditory ballots for the election. The ballots shall be in English with the Spanish translation included.

K. *Early Voting.* In accordance with §§31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his/her deputies at 712 S. Stagecoach Trail, Suite 1045 San Marcos, TX 78666. Applications for mail ballots erroneously mailed to the District shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 712 S. Stagecoach Trail, Suite 1045 San Marcos, TX 78666-7751 and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 712 S. Stagecoach Trail, Suite 1045 San Marcos, TX 78666 on November 3, 2014.

L. *Election Day Polling Locations.* The election day polling locations are determined by the Contracting Officer. The Contracting Officer shall arrange for the use of all election day polling places and shall arrange for the setting up of all polling locations for election day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The District understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

M. *Ballot Tabulation.* The Early Voting Ballot Board shall be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer, and will, thereafter, transport all election records to the Contracting Officer.

N. *Manual Counting.* The Contracting Officer shall conduct a manual count as prescribed by §127.201 of the Texas Election Code and submit a written report to the District in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by §127.201(E) of the aforementioned code.

O. *Election Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under §66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the Travis County Central Counting Station as soon as possible after the Contracting Officer has received the precinct returns on election day night.

P. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election

Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the District, if requested.

Q. *Schedule for Performance of Services.* The Contracting Officer will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

R. *Compensation of Election Workers.* The Contracting Officer will compensate all election workers, including election day and early voting judges and clerks and judges for election night and early voting returns, in accordance with the Contracting Officer's established compensation policies.

S. *Pre-Clearance.* Each of the Participating Entities shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. The Contracting Officer will provide the District with information on changes affecting the District's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or his office.

III. RESPONSIBILITIES OF THE DISTRICT. The District shall assume the following responsibilities:

A. *Applications for Mail Ballots.* The District shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the District shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, Canvass.* The District will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the District necessary to the conduct of the Election. The District will be responsible for conducting the official canvass of the Election.

C. *Ballot Text.* The District will be responsible for preparing the text for the District's official ballot in English and Spanish, or other languages as required by law. The District will provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot. The District shall also provide approval once the Contracting Officer submits it for review by e-mail or by signature in person.

D. *Custodian of Records.* The Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. above. The District will be responsible for having a District representative serve as the custodian of all other election records.

E. *Annual Voting Report.* The District will be responsible for filing its annual voting system report to the Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. PAYMENT

A. *Charges.* In consideration for the joint election services provided by the Contracting Officer, District will be charged a programming fee and for the equipment lease as follows:

Electronic voting system programming and testing	\$ 375.00
Rental of voting equipment (Election Day & Early Voting)	

Number of DREs/eSlate systems 2 x rental rate of \$100.00 =	\$ 200.00
Number of DAUs/Disable Access Units 2 x rental rate of \$100.00 =	\$ 200.00
<u>Number of JBCs/ Judges Booth Comptroller 2 x rental rate of \$100.00 =</u>	<u>\$ 200.00</u>
Total =	\$ 975.00

B. Payment. Payment shall be made by check payable to HAYS COUNTY within 30 days after the receipt of the invoice and mailed to:

Joyce Cowan, Hays County Election Administrator
712 S. Stagecoach Trail, Suite 1045
San Marcos, TX 78666

If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion.

C. Funding. Payments made by the District in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the District.

V. TERM AND TERMINATION

A. Term. The term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until terminated by either party in accordance with the terms hereof.

B. Termination for Convenience. Either party may terminate this Contract for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contracting Officer for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

C. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.

VI. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with §31.096 of the Texas Election Code, nothing in this Contract shall be construed as changing:

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

3. the authority to serve as custodian of election records, except that the Contracting Officer, will serve as the custodian of voted ballots as set forth in §II.P above.

B. *Cancellation of Election.* If the District cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV above) as soon as reasonably possible after the cancellation and the District shall make payment therefore in a manner similar to that set forth in Article IV above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing.

C. *Contract Copies to Treasurer and Auditor.* In accordance with §31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer of Hays County, Texas and the County Auditor of Hays County, Texas.

D. *Representatives.* For purposes of implementing this Contract and coordinating activities hereunder, the District and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the District or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the District:

Jannette Goodall
City Clerk
City of Austin
PO Box 1088
Austin, TX 78767
Tel: (512) 974-2211

For the Contracting Officer:

Joyce A. Cowan
Elections Administrator
Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, TX 78666
Tel: (512) 393-7310

E. *Amendment/Modification.* Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Hays County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Hays County, Texas. No official, representative, agent, or employee of the District has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectfully.

F. *Relationship of the Parties.* Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. *Severability.* If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract; and, parties to this Contract shall

perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

H. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Contract, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Contract.

I. *Entire Agreement.* This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

* * *

WITNESS BY MY HAND THIS THE ____ DAY OF _____, 2016.

CONTRACTING OFFICER:
HAYS COUNTY

Joyce A. Cowan, Election Administrator
Hays County, Texas

WITNESS BY MY HAND THIS THE 16 DAY OF September, 2016.

THE DISTRICT:
CITY OF AUSTIN

Jannette Goodall, City Clerk
City of Austin, Texas

ATTEST:

JOINT ELECTION AGREEMENT FOR NOVEMBER 8, 2016 ELECTIONS

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on November 8, 2016. The Participating Entities require elections to be held on November 8, 2016 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 November 8, 2016 Joint General and Special Elections for the parties to this agreement to be held on November 8, 2016. The County and the Entities will hold these elections on November 8, 2016 ("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 consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the 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 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, by and 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, by and 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, by and 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 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 10, 2014 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 _____, 2016.

TRAVIS COUNTY

BY:

Sarah Eckhardt
County Judge

BY:


Dana DeBeauvoir
County Clerk

PARTICIPATING ENTITIES

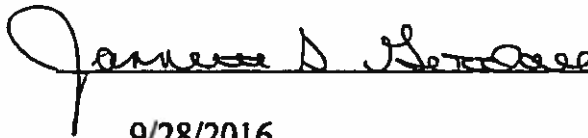
Name of Participating Entity City of Austin

Address PO Box 1088

Austin, TX 78767

Name of Authorized Signatory Jannette S. Goodall

Signature



Date signed 9/28/2016

EXHIBIT A

Municipalities

**City of Austin
City of Jonestown
City of Lago Vista
City of Manor
City of Pflugerville
City of Sunset Valley
Village of Point Venture
Village of Volente**

School Districts

**AISD
Austin Community College District
Leander ISD
Manor ISD
Round Rock ISD**

Municipal Utility Districts

**Cascades Municipal Utility District No. 1 (New)
North Austin Municipal Utility District No. 1 (in Travis & Williamson Counties)
Travis County Municipal Utility District No. 11
Wells Branch Municipal Utility District
Williamson-Travis County Municipal Utility District No. 1**

Emergency Services Districts

**Travis County ESD No. 7 (New)
Travis County ESD No. 14**

LIBRARY DISTRICTS

Wells Branch Library District

OTHER

**Lost Creek Limited District
Tanglewood Forest Limited District**

EXHIBIT B
MAPS AND DESCRIPTIONS

EXHIBIT C
COST ESTIMATE

RECEIVED

AUG 25 2016

WC ELECTIONS W-I

AUSTIN CITY

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

AUSTIN CITY CLERK
RECEIVED

2016 AUG 29 AM 10 15

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as Attachment A.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 8, 2016, and administered by, Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on November 8, 2016;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) Ivotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority 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 each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority 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 the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in Attachment B of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment B.

If polling places for the November 8, 2016 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 8, 2016 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 8, 2016 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, 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.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select 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, maps, 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.

Each Participating Authority shall furnish the Elections Administrator with 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 of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree 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 Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment C of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment C. Any Williamson County 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 Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, 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 will take the necessary steps 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 Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 16, 2016 and no later than November 22, 2016.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator 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.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2016 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 8, 2016 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

3. **Administrative Fee.** Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIII. 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 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 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 of the Texas Election Code. 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 each Participating Authority 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 Participating Authority.

XIV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. 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.
3. This Contract 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 Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. 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.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 8, 2016 election is \$700,000.00 and is based partly on the cost of the November 4, 2014 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

XVII. SIGNATURE PAGE (Separate Page)

WITNESS BY MY HAND THIS THE 26th DAY OF AUGUST, 20 16.

ELECTIONS ADMINISTRATOR:



Christopher Davis, Elections Administrator
Williamson County Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2016

PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Austin

By: Jannette S. Goodhue

Printed Name: JANNETTE S. Goodhue

Official Capacity: City Clerk

ATTEST:
