

EXHIBIT G

Joint Election Agreements

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and City of Austin ("Participating Entity") enter into this Agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including run-offs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date and a resulting run-off, if necessary, within all Participating Entity territory located in Travis, Williamson and Hays Counties. If a run-off is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this Agreement, except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this Agreement, the term "precinct" means all precincts in the territory of the Participating Entity located within Travis County, as they currently exist or are as later modified to incorporate single-member districts.
- (E) Except as otherwise provided in this Agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this Agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (F) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's direct electronic recording equipment or any other voting equipment in use at the time of the election (hereinafter referred to as DRE).
- (G) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (H) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (I) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent run-off elections, if applicable. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section III. (C) below. The Election Officer will provide the Participating Entity's election results for their precincts located in Williamson and Hays Counties.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity such as receipt of candidate applications:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except Election Officer shall (1) publish a single newspaper notice that includes Participating Entity; however, such publishing expense will not be included in the pro rata assessment for remaining joint Participating Entities, and (2) in any debt obligation elections, post the notice required by and in accordance with Section 4.003(f), Texas Election Code, in each election day and early voting polling place;
 - (2) preparing any necessary federal Voting Rights Act election preclearance submissions to the U.S. Department of Justice, other than changes in a joint election conducted under this Agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, and any other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with the Election Officer's staff to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) The City Clerk of the City of Austin ("City Clerk") will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Clerk will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Clerk will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85, and also a list of judges and alternates pursuant to Election Code Chapter 32, no later than the 45th day before the election. The Election Officer will designate and confirm all election day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees, if authorized, will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VI of this Agreement.
- (B) At the time a Participating Entity executes this Agreement, its representative must tender \$100 towards the costs associated with administering the election including, but not

limited to, polling place searches and preparation for poll worker training. If the election is ultimately held by the Election Officer, the \$100 fee will be applied towards the Participating Entity's total costs due to the Election Officer. Not later than October 1 before a November election, or not later than the 35th day before any election not held in November, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer. Additionally, a cost estimate will be submitted to the Participating Entity no later than the 50th day before the election.

- (C) In case of a cancellation of an election by the Participating Entity, the Participating Entity shall notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. If the Participating Entity cancels its election, the \$100 fee will not be refunded.
- (D) Notwithstanding the provisions in IX.(B), the County and the Participating Entity agree that notice under V.(C) can be provided via e-mail to the County at elections@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by the City Clerk. No further costs (except for the \$100 fee) will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining balance due. If there is a run-off election, the Participating Entity will make a payment equal to 75% of the projected costs for the run-off election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in V.(E).
- (E) The Election Officer will charge a fee for election services, as described in Section V, equal to 10% of the total costs of each election, excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VI. In the event of a joint election, the election costs will be divided on a pro rata basis among all entities involved in the election in the following manner referred to hereafter as the "pro rata methodology": the number of precincts each participating entity has involved in an election will be added together. The proportional cost of each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost of each participating entity. Additionally, the Participating Entity acknowledges and understands that if any other Participating Entity should cancel its election, each remaining Participating Entity's pro rata cost will result in a proportionate cost increase.
- (F) For elections that do not have a run-off election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after an election. For elections that do have a run-off, the County may send the Participating Entity a final

invoice of election expenses not later than the 90th day after the run-off election. The total amount due according to these invoices shall be offset by payments made for costs made in accordance with Subsection (B) of this section and offset by any payments made otherwise, such as proceeds received by the County in a sale, exchange, or return of voting equipment subject to the Addendum to the Election Services Agreement executed on October 25, 2011, which is hereby attached as Exhibit A and incorporated herein for all applicable purposes. The County shall prepare the invoice to include (1) an itemized list of each election expense incurred; (2) an itemization of any adjustments or credits to the first post-election invoice; and (3) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the City's payment or not included as payment for an "upfront" cost.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure to timely pay invoice in full may impact Election Officer's participation in future elections with Participating Entity.

VI. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity is not charged any cost for equipment usage. However, if a run-off election is necessary after such an election, the Participating Entity will be responsible for payment of equipment usage.
- (D) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section V. (D).

- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VII. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, training staff for each location, and providing Travis County law enforcement to secure the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.
- (B) Any Participating Entity requesting additional early voting sites shall be responsible for the additional daily cost of \$1,560 per location, with said costs to be included in the overall election costs for that Participating Entity.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications regarding issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as

may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF AUSTIN:

Jannette Goodall
City Clerk
P.O. Box 1088
Austin, Texas 78767-1088

Cc: Karen Kennard
City Attorney
P.O. Box 1088
Austin, Texas 78767-1088

TRAVIS COUNTY:

Honorable Dana DeBeauvoir
Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla
Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

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

(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 shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

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

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, express 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 Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(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 Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, 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) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to the following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Jannette Goodall
City Clerk, City of Austin
P.O. Box 1088
Austin, Texas 78767-1088

(N) Effective Date

This Agreement is effective upon execution by both parties and expires on September 1, 2016.

(O) Renewal Terms

This Agreement may be extended by written agreement of both parties for up to two (2) additional one (1) year periods (each a "Renewal Term") and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement.

(P) Termination

Either party may terminate this Agreement for any reason upon providing 60 days written notice to the other party.

(Q) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 27th day of August, 2013, with the effective date being the date of execution by last signatory.

CITY OF AUSTIN

BY: Jannette D. Goodall
Jannette Goodall
City Clerk

TRAVIS COUNTY

BY: Samuel T. Biscoe
Samuel T. Biscoe
County Judge

BY: Dana DeBeauvoir
Dana DeBeauvoir
County Clerk

INTERLOCAL CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES ("Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF WILLIAMSON COUNTY, TEXAS ("Contracting Officer"), and the CITY OF AUSTIN ("City"), pursuant to the authority under §31.092(a) of the Texas Election Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, per the Interlocal Cooperation Act, each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter; and

WHEREAS, the City expects to call an Election during the term of this Contract and during any renewal term of this Contract; and

WHEREAS, the City desires that certain Election-related governmental functions and 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 City desire to enter into a contract stating the contract's purpose and terms, and the parties' rights and duties;

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 City. For purposes of this Contract, the term "**Election**" refers to any City general or special election and a resulting runoff, if necessary, within all City territory located in Williamson County. In the event that the City and any other entity for which the Contracting Officer is providing election services, or for which the Contracting Officer is conducting a joint election, do not agree on a run-off date, the Contracting Officer will determine a run-off date, subject to City Council approval.

B. The Contracting Officer is hereby appointed to serve as the City's Election Officer and designee for carrying out Early Voting Clerk duties to conduct the Election for those areas of the City located in Williamson County. As City's Election Officer and designee for carrying out Early Voting Clerk duties, 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. DUTIES 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. All Election Services Required By State Law. As stated in I. (B.) and as partially listed in this Article II, the Contracting Officer will perform all Election services required by State law and not listed in Article III as Duties of City.

B. *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 Chapter 32, Subchapter C of the Texas Election Code.

C. *Notification to City.* Contracting Officer will provide the City 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. The City acknowledges that the information provided may not be final or complete.

D. *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 20 days from the date of the election 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.

E. *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 City.

F. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, in his 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 election workers must agree to attend training sessions as determined by the Contracting Officer. 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 City's territory.

G. *Early Voting.* In accordance with §§31.096, 31.097(b), and 83.005 of the Texas Election Code, the City is the Early Voting Clerk for the election and hereby delegates all Early Voting Clerk duties to the Contracting Officer.

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 City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his deputies at 301 SE Inner Loop, Ste 104, PO Box 209, Georgetown, Texas 78627-0209. Applications for mail ballots erroneously mailed to the City 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 301 SE Inner Loop, Georgetown, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 301 SE Inner Loop, Ste 104, Georgetown, TX on the day after early voting ends during each term of this Contract.

H. Election Day Polling Locations. The election day polling locations are determined by the Contracting Officer, subject to City Council approval. 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 City 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).

I. 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 City, if requested.

J. Pre-Clearance. The Contracting Officer will provide the City with information on changes affecting the City'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. DUTIES OF CITY. The City shall assume the following responsibilities:

A. Applications for Mail Ballots. The City 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 City shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. Election Orders, Election Notices, Canvass. The City 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 City necessary to the conduct of the Election. The City will be responsible for conducting the official canvass of the Election.

C. Ballot Text. The City will be responsible for preparing the text for the City's official ballot in English and Spanish, or other languages as required by law. The City 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 City 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 City will be responsible for having a City representative serve as the custodian of all election records other than those mentioned in II. (I.).

E. **Annual Voting Report.** The City 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.

F. **Pre-Clearance.** The City shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.

G. **Applications Authority.** In accordance with §31.096 of the Texas Election Code, the City will continue to serve as the authority with whom the applications for a place on the ballot are filed.

H. **Filing Authority.** In accordance with §31.096 of the Texas Election Code, the City will continue to serve as the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed.

IV. PAYMENT TERMS.

A. **Charges.** In consideration for the election services provided hereunder by the Contracting Officer, the City will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. The City's share of election costs will be determined on a pro rata basis using the following method: The number of registered voters for each entity involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each entity for election services will be calculated by multiplying the proportional percentage of each entity by the total cost of the election.

2. Administrative Fee. The Contracting Officer will charge a fee equal to 10% of the City's share of the total costs of each election.

3. Lease of Voting Equipment. Per § 123.032(d) of the Texas Election Code, 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; and
- \$475.00 per M100 precinct ballot counter (election day only).

The City'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 (excluding M100 precinct ballot counters) 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.

B. **Partial Upfront Payment.** The City may make a partial payment before election day in the event of significant "upfront" costs for essential supplies for which documentation is provided to the City with sufficient notice to enable the City Clerk to obtain approval from the City's Purchasing Office or if necessary, from City Council.

C. **Final Payment.** The Contracting Officer will submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable—see Section D below) to the City for the actual expenses directly attributable to the services provided to the City hereunder as soon

as reasonably possible after election day. The Contracting Officer also has the option to immediately submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable—see Section D below) after election day for 75% of actual expenses directly attributable to the services provided to the City and submit an itemized invoice for the remaining 25% of actual expenses as soon as reasonably possible thereafter. In the event the actual election costs exceed the City's partial payment, the difference between the actual costs and the partial payment will be paid by the City within 30 days after receiving an itemized invoice from the Contracting Officer. Payment shall be made by check payable to WILLIAMSON COUNTY and mailed to:

Rick Barron
Elections Administrator
PO Box 209
Georgetown, TX 78627-0209

Any monies remaining after the payment of all costs of election bills shall be the property of the City and returned to it. If the City disputes any portion of the invoice, the City shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. Payments for the performance of governmental functions or services made by the City in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the City.

D. *Audit.* The City shall promptly review an election invoice and supporting documentation when received from the Election Officer. The City may audit, during normal business hours, relevant Contracting Officer election or accounting records upon reasonable notice to the Contracting Officer. The City shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

E. *Adjustment.* The City may file a written request that the Election Officer adjust the final invoice not later than the 30th day after the City receives an invoice. The request must include a justification for the request.

F. *Resolution.* After receiving an adjustment request under Section E, the City and Contracting Officer will endeavor to resolve adjustment issues not later than the 14th day after the City has filed the adjustment request. After the resolution of any adjustment issues, the City shall pay the final remaining adjusted balance due to the County, or if a final adjustment results in an amount due to the City, the County shall make payment to the City. The payment will not be made later than the 21st day after the final adjustment. A payment resulting from the final dispute/adjustment process described in this Section is due no later than September 29 of the fiscal year.

G. *Fair Compensation.* Per the Interlocal Cooperation Act, each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described in this Agreement.

H. *Appropriation.* Per the Interlocal Cooperation Act, it is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

V. TERM AND TERMINATION.

A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for ten additional one-year terms.

C. **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause or further liability upon one hundred and eighty (180) 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 up 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.

D. **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 with one hundred and eighty (180) day's notice.

VI. COMMUNICATIONS.

A. **Primary Contact.** The City and the Contracting Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Contract and provide the name and contact information for that individual to each entity.

B. **Ongoing Communications.** Throughout the term of this Contract, the City and the Contracting Officer will engage in ongoing communications issues related to City elections, the use of Contracting Officer's voting equipment, and the delivery of services under this Contract and, when necessary, the Contracting Officer, elections staff members, and other election workers shall meet with the City to discuss and resolve any problems which might arise under this Contract.

C. **Media Contact.** The Contracting Officer shall be the main point of media contact for election information related to election administration. The City shall designate a contact to be the main point of contact for matters related to the content of the City's ballot or candidates.

D. **Progress Report.** On election night, the designated staff member will contact the Travis County Central Counting Station with a progress report no later than 11:00 p.m.

VII. GENERAL PROVISIONS.

A. **Cancellation of Election.** If the City 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 City 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 City authorizes such major costs in writing.

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

For the City:

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

cc: City Attorney
PO Box 1088
Austin, TX 78767

For the Contracting Officer:

Rick Barron
Elections Administrator
Williamson County
PO Box 209
Georgetown, TX 78627
Tel: (512) 943-1622

cc: County Attorney
PO Box 209
Georgetown, TX 78627

C. *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 Williamson County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Williamson County, Texas. No official, representative, agent, or employee of the City has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the City. Both the Contracting Officer and the City 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 City or its authorized agent, respectively.

D. *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.

E. *Other Joint Election Agreements.* The Contracting Officer and the City expressly understand and acknowledge that each may enter into Joint Election Agreements with other jurisdictions, to be held on election day and at common polling places covered by this Contract.

F. *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.

G. *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.

H. 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.

I. Force Majeure. In the event that the performance by the Contracting Officer of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

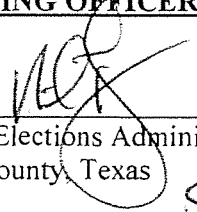
J. Venue and Choice of Law. The Contracting Officer agrees that venue for any dispute arising under this Contract will lie in the appropriate courts of Austin, Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

K. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Contract, 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 § 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in § 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, 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 Contract has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

L. Other Instruments. The County and the City agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Contract.

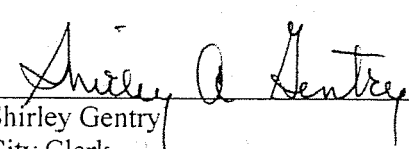
IN TESTIMONY WHEREOF, the parties hereto have executed this Contract in multiple copies, each of equal dignity. This Contract shall commence upon the last party's execution hereof.

CONTRACTING OFFICER:



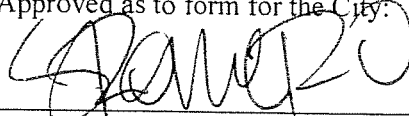
Rick Barron, Elections Administrator
Williamson County, Texas
Date: 5/18/10

THE CITY OF AUSTIN:



Shirley Gentry
City Clerk
Date: 8/5/2010

Approved as to form for the City:



Sabine Romero

Assistant City Attorney, City of Austin

Date:

Aug 5, 2010

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (the "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS (the "Contracting Officer"), and CITY OF AUSTIN FULL AND LIMITED 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 5, 2013 (the "Election"); and

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 the 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 laws, 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.* The Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in of Chapter 32, Subchapter C of the Texas Election Code.

B. *Notification to District.* The Contracting Officer will provide the District with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three (3) weeks before the statutory deadline to order the election and again three (3) weeks before election day. The 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 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 judges are responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than October 21, 2013, 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 school(s) 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 availability to election workers who are employed during the regular work week. If at all possible, such election school(s) 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. The 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. herein. Without limiting the foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (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 78666-9914. 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 78666-9914 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 78666-9914 on November 2, 2013.

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 Texas Election 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. ***Preclearance.*** The District 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 her or the 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 the information 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. herein. The District will be responsible for having a District representative serve as the custodian of all other election records.

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

IV. PAYMENT

A. **Charges.** In consideration for the election services provided by the Contracting Officer, the District will be charged as follows:

ESTIMATED COST FOR ELECTION EXPENSES
1 Election Day Poll and 1 Early Voting Location

	<u>Estimate</u>
Electronic voting system programming and testing	\$ 375.00
Rental of voting equipment (election day & early voting)	
Number of DREs/eSlate systems [1 x rental rate of \$100.00 =]	\$ 100.00
Number of DAUs/Disable Access Units [1 x rental rate of \$100.00 =]	\$ 100.00
Number of JBCs/ Judges Booth Comptroller [1 x rental rate of \$100.00 =]	\$ 100.00
Election kits and other election supplies	\$ 38.00
Precinct election judges and clerks	
Election day [1 x hourly rate (max.\$10.00) of \$130.00 =]	\$ 130.00
Early voting [1 x hourly rate (max.\$10.00) of \$130.00 =]	\$ 130.00
Miscellaneous election costs	
General: sample ballots, processing payroll, postage, telephone, travel, additional supplies, training poll workers, etc., Ballot Board and Central Count	\$ 100.00
County Election Services Contract Administrative Fee (§81.132)	<u>\$ 107.30</u>
Total Cost	\$1,180.30

B. **Payment.** Payment shall be made by check payable to HAYS COUNTY within fifteen (15) days after the election and mailed to:

Joyce Cowan
Hays County Elections Administrator
712 S. Stagecoach Trail, Suite 1045
San Marcos, TX 78666-9914

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 days' written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to the 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 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 the following:

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 Section II.P. herein.

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 \$50.00. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV herein) as soon as is reasonably possible after the cancellation, and the District shall make payment therefor in a manner similar to that set forth in Article IV herein. 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 for 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
Telephone: (512) 974-2211

For the Contracting Officer:

Joyce A. Cowan
Elections Administrator
Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, TX 78666-9914
Telephone: (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 express 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 express 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 shall not act 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, express 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 9 DAY OF Sept., 2013.

THE CONTRACTING OFFICER:
HAYS COUNTY

Joyce A. Cowan
Joyce A. Cowan, Elections Administrator
Hays County, Texas

WITNESS BY MY HAND THIS THE 26 DAY OF September, 2013.

THE DISTRICT:
CITY OF AUSTIN

Janette S. Goodall
Janette Goodall, City Clerk
City of Austin, Texas

ATTEST:

Ann Francisco