

ORDINANCE NO. 20220104-001

AN ORDINANCE AMENDING ORDINANCE NO. 20211118-002 DECLARING A VACANCY IN THE OFFICE OF CITY COUNCIL DISTRICT 4 AND ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON JANUARY 25, 2022, TO ELECT A COUNCIL MEMBER FOR DISTRICT 4, TO ADD EXHIBITS A, B, C, D, E, F, G, AND H THAT PROVIDE EARLY VOTING INFORMATION, ADOPT ENGLISH AND SPANISH VERSIONS OF THE ORDINANCE CALLING THE ELECTION, ADOPT ELECTION DAY AND EARLY VOTING POLLING PLACES, ATTACH THE EXECUTED CONTRACT FOR ELECTION SERVICES AND ANY EXECUTED JOINT ELECTION AGREEMENTS, AND LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS; AND DECLARING AN EMERGENCY.

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

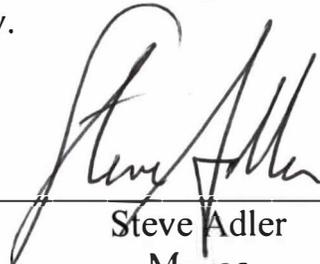
PART 1. Ordinance No. 20211118-002 declaring a vacancy in District 4 and ordering the January 25, 2022 special election to fill the vacancy is amended to add Exhibits A, B, C, D, E, F, G, and H as follows: the location of the main early voting polling place, dates and hours for early voting, and the early voting clerk's official mailing address (Exhibit A); signed copy in English and Spanish of the ordinance calling the election (Exhibit B); list of election day polling places (Exhibit C); list of early voting polling places (Exhibit D); executed contract for election services and any joint election agreements (Exhibit E); list of election day presiding judges and alternate judges (Exhibit F); list of central counting station staff (Exhibit G) and list of early voting ballot board members (Exhibit H), all attached and incorporated herein by reference.

PART 2. The Council finds that the need to adopt and provide public notice in English and Spanish of early voting by mail information and early voting and election day polling locations, adopt contracts for election services, and to adopt the lists of judges and other election personnel for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

_____, January 4, 2022

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Steve Adler

APPROVED: 

Anne C. Morgan
City Attorney

ATTEST: 

Myrna Rios
City Clerk

EXHIBIT A

Main Early Voting Location

EXHIBIT A

**Main Early Voting Location, Early Voting Dates, and
Early Voting Clerk Mailing Address
January 25, 2022**

Main Early Voting Location:

Travis County: City of Austin Permitting and Development Center, 6310
Wilhelmina Dr., Austin TX

Early Voting Dates:

Monday, January 10, 2022 – Friday, January 21, 2022; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, January 16, 2022

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail Voters: Dana Debeauvoir – Travis County Clerk – Elections Division -
P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

ADJUNTO A

Sitio Principal de la Votación Adelantada, Fechas de la Votación Adelantada y Dirección Postal del/la Secretario/a de la Votación Adelantada 25 de Enero, 2022

Sitio Principal de la Votación Adelantada:

Condado de Travis: City of Austin Permitting and Development Center, 6310 Wilhelmina Dr., Austin TX

Fechas de la votación Adelantada:

Lunes, 10 de enero, 2022 – Viernes, 21 de enero, 2022; las horas varían

Días Designados con 12 Horas de Votación Adelantada:

Condado de Travis – cada día de Votación Adelantada excepto el domingo, 16 de enero, 2022

Direcciones Postales de los/las Secretarios/as de la Votación Adelantada:

Para Solicitar Boletas por Correo-Condado de Travis

Votantes que Votan por Correo: Dana Debeauvoir-Secretaria del Condado de Travis-División Electoral, P.O. 149325, Austin, Texas 78714-9325

Dirección si usa transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

EXHIBIT B

Draft Ordinances

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3 **ORDENANZA NO.**

4 **ORDENANZA PARA ENMENDAR LA ORDENANZA NO. 20211118-002 QUE**
5 **DECLARA UNA VACANTE EN EL DISTRITO 4 DEL CONCEJO DE LA**
6 **CIUDAD Y QUE CONVOCA LA ELECCIÓN MUNICIPAL ESPECIAL DEL 25**
7 **DE ENERO, 2022, PARA ELEGIR A UN CONCEJAL PARA EL DISTRITO 4, Y**
8 **PARA AGREGAR LOS ADJUNTOS A, B, C, D, E, F, G, Y H QUE PROVEEN**
9 **INFORMACIÓN DE LA VOTACIÓN ADELANTADA, ADOPTAN LAS**
10 **VERSIONES EN INGLÉS Y ESPAÑOL DE LA ORDENANZA QUE CONVOCA**
11 **LA ELECCIÓN, ADOPTAN SITIOS DE VOTACIÓN PARA EL DÍA DE LA**
12 **ELECCIÓN Y DE LA VOTACIÓN ADELANTADA, QUE ADJUNTAN EL**
13 **CONTRATO EJECUTADO PARA SERVICIOS ELECTORALES Y**
14 **CONVENIOS EJECUTADOS PARA LA ELECCIÓN CONJUNTA, Y QUE**
15 **LISTAN LOS JUECES PARA EL DÍA DE LA ELECCIÓN, EL PERSONAL**
16 **PARA LA ESTACIÓN CENTRAL DE CONTAR, Y MIEMBROS DE LA JUNTA**
17 **DE BOLETAS DE LA VOTACIÓN ADELANTADA; Y PARA DECLARAR UNA**
18 **EMERGENCIA.**

19 **ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:**

20 **PARTE 1.** La Ordenanza 20211118-002 que declara la vacante en el Distrito 4 y que
21 convoca la elección especial municipal del 25 de enero, 2022, es enmendada para agregar
22 los Adjuntos A, B, C, D, E, F, G, y H como sigue: ubicación del sitio principal de la
23 votación adelantada, fechas y horas de la votación adelantada, y la dirección oficial postal
24 de la secretaria de la votación adelantada (Adjunto A); copia firmada en inglés y español
25 de la ordenanza que convoca la elección (Adjunto B); lista de los sitios de votación del
26 día de la elección (Adjunto C); lista de los sitios de la votación adelantada (Adjunto D);
27 contrato ejecutado para servicios electorales y convenios para la elección conjunta
28 (Adjunto E); lista de los jueces presidentes y jueces alternos para el día de la elección
29 (Adjunto F); lista de personal para la estación central de contar (Adjunto G), y lista de los
30 miembros de la junta de boletas de la votación adelantada (Adjunto H), todos adjuntados
31 e incorporados a la presente por referencia.
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ORDINANCE NO. 20211118-002

AN ORDINANCE DECLARING A VACANCY IN THE OFFICE OF CITY COUNCIL DISTRICT 4; ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON JANUARY 25, 2022, TO ELECT A COUNCIL MEMBER FOR DISTRICT 4; PROVIDING FOR THE CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

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

PART 1. Council hereby declares a vacancy in the office of Council District 4.

PART 2. A special municipal election shall be held in the City of Austin on January 25, 2022. At the election there shall be elected by the qualified voters of District 4 one City Council Member to the unexpired term of District 4.

PART 3. A candidate's application for a place on the ballot for the District 4 special election must be filed no earlier than the time this ordinance ordering the election becomes effective and not later than 5:00 pm on Thursday, December 16, 2021.

PART 4. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk's official mailing address are provided in Exhibit A, attached and incorporated as a part of this ordinance.

PART 5. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 6. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin. In addition, this ordinance, together with the notice of the election, shall be posted on the City's website, in both Spanish and English, during the 21 days before the election.

PART 7. In accordance with Chapter 271 of the Texas Election Code, the January 25, 2022, special election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk is authorized to enter into and sign election agreements with other political

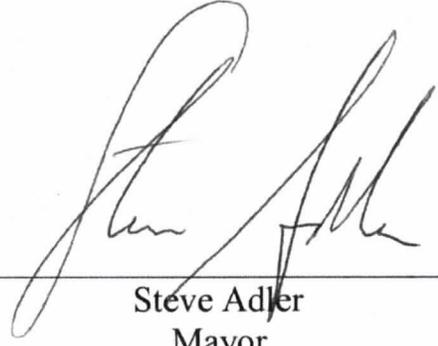
subdivisions for this purpose and their terms as stated in the agreements are hereby adopted.

PART 8. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

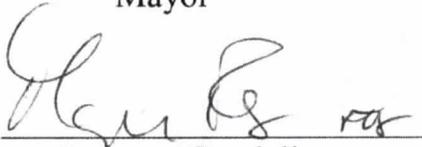
November 18, 2021

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Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney

ATTEST: 

Jannette Goodall
City Clerk

ORDENANZA NO. 20211118-002

ORDENANZA PARA DECLARAR UNA VACANTE EN EL PUESTO DE CONCEJAL DE LA CIUDAD DEL DISTRITO 4; PARA ORDENAR UNA ELECCIÓN MUNICIPAL ESPECIAL QUE SE LLEVE A CABO EN LA CIUDAD DE AUSTIN EL 25 DE ENERO, 2022, PARA ELEGIR A UN CONCEJAL DEL DISTRITO 4; DISPONER LA ADMINISTRACIÓN DE LA ELECCIÓN; Y PARA DECLARAR QUE EXISTE UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. El Consejo por la presente declara que hay una vacante en el puesto de Concejal del Distrito 4.

PARTE 2. Una elección municipal especial será llevada a cabo en la Ciudad de Austin el 25 de enero, 2022. En la elección los votantes calificados del Distrito 4 elegirán a un concejal de la ciudad para el plazo aun no vencido del Distrito 4.

PARTE 3. La solicitud de candidatos para ser apuntados en la boleta de la elección especial del Distrito 4 no debe ser archivada antes de la fecha y hora en que esta ordenanza que convoca la elección sea efectiva y mientras no sea después de las 5:00 pm el jueves, 16 de diciembre, 2021.

PARTE 4. La elección se llevará a cabo durante las horas de las 7:00 a. m. a las 7:00 p.m. La ubicación del sitio principal de la votación adelantada y las fechas y horas de la votación adelantada, y la dirección del correo postal del/la secretario/a de la votación adelantada son proporcionados en el Adjunto A, que va adjuntado a la presente y que se incorpora como parte de esta ordenanza.

PARTE 5. Un sistema electrónico indicador directo de votación que se define en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La estación central para contar votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas

PARTE 6. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo día antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y en español, fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del 10mo día antes de la fecha de la elección. en un periódico de circulación general en la Ciudad de Austin. Además, esta ordenanza junto con el aviso de la elección será anunciada en el sitio web de la ciudad, en español e inglés, durante el periodo de 21 días antes de la elección.

EXHIBIT C

Election Day Polling Places



Travis County Voting Locations

January 25, 2022 City of Austin Special Election

*Sitios de Votación Adelantada del Condado de Travis
para las Elección especial de la ciudad de Austin del 25 de enero 2022*

Early Voting

Early Voting begins Monday, January 10, 2022 and ends on Friday, January 21, 2022

La Votación Adelantada empieza el lunes, 10 de enero, 2022 y termina el viernes, 21 de enero, 2022

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm) *lunes—sábado (7am - 7pm), domingo (mediodía - 6pm)*

Chinatown Center	10901 N. Lamar Blvd. Austin 78758	
City of Austin Permitting & Development	6310 Wilhelmina Delco Dr. Austin 78752	
Gus Garcia Recreation Center	1201 E. Rundberg Ln. Austin 78753	

Election Day

135	Sawyer Hall	1302 E. 51st St. Austin 78723	
140	Gus Garcia Recreation Center	1201 E. Rundberg Ln. Austin 78753	
156	City of Austin Permitting & Development	6310 Wilhelmina Delco Dr. Austin 78752	
156	Virginia Brown Recreation Center	7500 Blessing Ave. Austin 78752	
211	Chinatown Center	10901 N. Lamar Blvd. Austin 78753	
217	Juan P. Navarro High School	1201 Payton Gin Rd. Austin 78758	
224	YMCA North Austin	1000 W. Rundberg Ln. Austin 78758	



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los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro

Subject to change
sujeto a cambios

Dana DeBeauvoir
County Clerk
Secretaria del Condado



EXHIBIT D

Early Voting Polling Places



Travis County Voting Locations

January 25, 2022 City of Austin Special Election

*Sitios de Votación Adelantada del Condado de Travis
para las Elección especial de la ciudad de Austin del 25 de enero 2022*

Early Voting

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Election Day

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Subject to change
sujeto a cambios

Dana DeBeauvoir
County Clerk
Secretaria del Condado



EXHIBIT E

Draft Election Services Contracts
and Joint Election Agreements

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and the City of Austin ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, 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 Texas 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.

Section 1. 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, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff 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 the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date 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 Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the 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:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) 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 but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) 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, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

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

SECTION 3. 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 1.
- (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 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (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 that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) 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;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, 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 may 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 her 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 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 Texas Election Code that the Election Officer will not perform.

SECTION 4. 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. 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 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, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) **Requests for Election Services.** For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) **Cancellations.** On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) **Notice, Cost Estimate, Initial Invoicing, and Initial Payment.**
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to Election.Entities@traviscountytexas.gov. The Participating Entity has designated the City Clerk as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: Elections@austintexas.gov.
 - (2) **Initial Cost Estimate.** On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting

the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total

payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within 30 days after receipt of an election cost invoice 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 balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (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 the County's 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 by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. 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 the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2022, through January 1, 2023, the Participating Entity shall pay two percent of the cost of the electronic voting system equipment installed at a polling place and two percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. 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.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. 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 the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on 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.

SECTION 9. 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 and 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 expressed 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 (or her successor), 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

Unless otherwise provided herein, 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
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
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. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(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 hereto 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

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. 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 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. 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 budget or revenue 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, 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 Agreement.

(K) 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.

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 154.053 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 meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

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

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of Austin
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) 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, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

City of Austin

BY: _____
Myrna Rios
City Clerk

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dana DeBeauvoir (or her successor)
County Clerk

DATE: _____

DRAFT

EXHIBIT F

Election Day Presiding Judges

Travis County Judges for January 25, 2022 City of Austin Special Election

Polling Site – Assigned Judge

Sawyer Hall - Jacqueline Ahmed

Gus Garcia Recreation Center - Jenny Achilles

City of Austin Permitting and Development - Evangelina Mangino

Virginia Brown Recreation Center - Alexis George

Chinatown Center - Pamela Bixby

Juan P. Navarro High School - George Salemie

YMCA North Austin - Sam Amato

EXHIBIT G

Central Counting Station Staff

Travis County Central Counting Station Staff
January 25, 2022 City of Austin Special Election

Central Count - Mary O'Brien & Charlene Casillas

EXHIBIT H

Early Voting Ballot Board Members

Travis County Early Voting Ballot Board Members

January 25, 2022 City of Austin Special Election

Ballot Board Members - Nina Seaman & Ramona Koehl