ORDENANZA NO. 20221208-005

UNA ORDENANZA PARA ENMENDAR LA ORDENANZA NO. 20221121-002 QUE ORDENÓ LA ELECCIÓN SECUNDARIA DEL 13 DE DICIEMBRE, 2022 PARA REVOCAR Y REEMPLAZAR LOS ADJUNTOS B, E, F, G, Y H PARA ADOPTAR LAS VERSIONES EN INGLÉS Y ESPAÑOL DE LA ORDENANZA QUE CONVOCÓ LA ELECCIÓN, PARA ADJUNTAR LOS CONTRATOS EJECUTADOS PARA SERVICIOS ELECTORALES Y CONVENIOS DE ELECCIONES CONJUNTAS EJECUTADOS, Y LAS LISTAS DE JUECES ELECTORALES PARA EL DÍA DE LA ELECCIÓN, Y EL PERSONAL DE LA CENTRAL PARA CONTAR VOTOS, Y MIEMBROS DE LA JUNTA DE BOLETAS DE LA VOTACIÓN ANTICIPADA; Y PARA DECLARAR QUE HAY UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. La Ordenanza No. 20221121-002, que convocó la elección secundaria del 13 de diciembre, 2022, se enmienda para revocar y reemplazar los Adjuntos, B,E,F,G, y H para adoptar las versiones en inglés y español de la ordenanza que convocó la elección (Adjunto B); para adjuntar los contratos ejecutados para servicios electorales y convenios de elecciones conjuntas ejecutados (Adjunto E); y para adoptar la lista de los jueces presidentes y jueces alternos para el día de la elección (Adjunto F), y la lista de personal de la central para contar votos (Adjunto G); y la lista de miembros de la junta de boletas de la votación anticipada (Adjunto H), todos adjuntados e incorporados en este documento por referencia que se hace de lo mismo.

PARTE 2. El Consejo determina que la necesidad de adoptar y publicar los sitios de votación y las listas de jueces para esta elección constituye una emergencia. Debido a esta emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

VOTADO Y APROBADO

Diciembre 08 , 2022

Steve Ad

Alcalde

APROBADO:

Anne Morgan /

Procuradora de la Ciudad

CERTIFICO:

Myrna Ríos

Secretaria de la Ciudad

EXHIBIT B Ordinance 20221121-002

ORDINANCE NO. 20221121-002

AN ORDINANCE ORDERING A RUNOFF ELECTION TO BE HELD IN THE CITY OF AUSTIN ON DECEMBER 13, 2022, FOR THE PURPOSE OF ELECTING A MAYOR (AT LARGE) AND CITY COUNCIL MEMBERS (SINGLE MEMBER DISTRICTS) FOR DISTRICTS 3, 5, AND 9; 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. A municipal runoff election shall be held in the City of Austin on December 13, 2022, in accordance with the provisions of Article II and Article III of the Austin City Charter and the laws of the State of Texas. At the election there shall be elected by majority vote of the qualified voters of the City a Mayor for the City, by majority vote of the qualified voters of District 3 a City Council Member for District 3, by majority vote of the qualified voters of District 5 a City Council Member for District 5, and by majority vote of the qualified voters of District 9 a City Council Member for District 9. The candidates for Mayor shall meet all requirements for and shall be residents of the City, the candidates of District 3 shall meet all requirements for and shall be residents of District 5, and the candidates for District 9 shall meet all requirements for and shall be residents of District 5, and the candidates for District 9 shall meet all requirements for and shall be residents of District 5.
- **PART 2.** 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; the precincts and locations of the election day polling places; the dates, hours, and locations of the early voting places; and the names of the officers appointed to conduct the election are provided in Exhibits A-F attached and incorporated as a part of this ordinance.
- **PART 3**. A direct recording electronic 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 4**. Notice of this election shall be given by posting and publishing a copy of this ordinance in both English and Spanish. The notice and a copy of this ordinance 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 15th day before election day. Notice of

this election shall be published one time, 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.

PART 5. The candidates elected at the November 8, 2022 general election and the December 13, 2022 runoff election shall take the oath of office on January 6, 2023, and begin their tenure once qualified.

PART 6. The Council finds that, because of the curtailed period for a runoff election and the desire of the Council to provide an opportunity for early voting, there is a need to immediately begin required preparations for this election. Such need constitutes an emergency, and the Council declares that an emergency exists. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public health, safety, and general welfare.

PASSED AND APPROVED

NO Vember 2 , 2022	§ Steve Adler Mayor
APPROVED: Anne L. Morgan City Attorney	ATTEST: Myrna Rios City Clerk

Exhibits A - F

Exhibit A: Main Early Voting Locations, Early Voting Dates, and Early Voting

Clerk Mailing Addresses

Exhibit B: Election Day Polling Places

Exhibit C: Election Day Presiding Judges and Alternate Judges

Exhibit D: Early Voting Polling Places

Exhibit E: Central Counting Station Staff

Exhibit F: Early Voting Ballot Board

ORDENANZA NO. 20221121-002

ORDENANZA PARA CONVOCAR UNA ELECCIÓN SECUNDARIA QUE SE EFECTÚE EN LA CIUDAD DE AUSTIN EL 13 DE DICIEMBRE, 2022 CON EL PROPÓSITO DE ELEGIR EL/LA ALCALDE (POR LA CIUDAD ENTERA) Y CONCEJALES (EN DISTRITOS UNI-MIEMBRO) PARA LOS DISTRITOS 3, 5, Y 9; PARA DISPONER PROVISIONES TOCANTES LA ADMINISTRACIÓN DE LA ELECCIÓN; Y PARA DECLARAR QUE HAY UNA EMERGENCIA.

POR ORDEN DEL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Una elección secundaria municipal se llevará a cabo en la Ciudad de Austin el 13 de diciembre, 2022 de acuerdo con disposiciones del Artículo II y el Artículo III de la Carta de la Ciudad de Austin, y de las leyes del Estado de Texas. En la elección, la mayoría de los votantes calificados de LA Ciudad elegirán el/la Alcalde de la Ciudad, y la mayoría de los votantes calificados del Distrito 3 elegirán al concejal de la Ciudad para el Distrito 3; la mayoría de los votantes calificados del Distrito 5 elegirán al concejal de la Ciudad para el Distrito 5, y la mayoría de los votantes calificados del Distrito 9 elegirán al concejal de la Ciudad para el Distrito 9. Los candidatos para el puesto de Alcalde deberán cumplir los requisitos para dicho puesto y deberán ser residentes de la Ciudad, los candidatos para el puesto del Distrito 3 cumplirán todos los requisitos y serán residentes del Distrito 3; los candidatos para el puesto del Distrito 5 cumplirán todos los requisitos y serán residentes del Distrito 5, y los candidatos para el puesto del Distrito 9 cumplirán todos los requisitos y serán residentes del Distrito 9.

PARTE 2. La elección se efectuará durante las horas de las 7:00 a. m. a las 7:00 p.m. La ubicación del sitio principal de la votación adelantada; las fechas y horas de la votación adelantada, la dirección postal oficial de la secretaria de la votación adelantada; los precintos y ubicaciones de los sitios de votación el día de la elección; las fechas, horas y sitios de la votación adelantada; y los nombres de los oficiales nombrados para efectuar la elección se indican en los Adjuntos A-F adjuntados e incorporados como parte de esta ordenanza.

PARTE 3. Un "sistema electrónico de votación directa" de acuerdo con el término definido en el Título 8 del Código Electoral de Texas, se usará en la votación adelantada y en la votación efectuada el día de elección. La Estación Central Para Contar Votos se ubicará en la División de Elecciones del Condado Travis en 5501 Airport Boulevard, Austin, Texas.

PARTE 4. El aviso de esta elección se hará fijando y publicando una copia de esta Ordenanza en ambos idiomas, inglés y español. El aviso y una copia de esta ordenanza se fijarán, en ambos idiomas, inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos en el Edificio Municipal (City Hall), a no más tardar del 15vo día

antes del día de la elección. El aviso de esta elección será publicado una vez, en fecha que no sea anterior del 30vo día 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.

PARTE 5. Los candidatos electos el 8 de noviembre, 2022, en la elección general y en el 13 de diciembre, 2022, en la elección secundaria, tomarán el juramento del puesto el 6 de enero, 2023,

y principiarán sus plazos en el puesto una vez que sean calificados.

PARTE 6. El Consejo determina, que por ser corto el tiempo para efectuar la elección secundaria, y como el Consejo desea dar oportunidad para la votación adelantada, hay la necesidad de iniciar inmediatamente los preparativos requeridos para esta elección. Dicha necesidad constituye una emergencia, y el Consejo declara que existe la emergencia. Por haber esta emergencia, esta ordenanza tendrá vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud, seguridad, y bienestar en general.

ACORDADO Y APROBADO

November 21

Steve Adler

Alcalde

APROBADO:

Procurador de la Ciudad

Secretaria de la Ciudad

Adjuntos A-F

- Adjunto A: Sitio Principal de la Votación Adelantada; Fechas y Horas de la Votación Adelantada, Dirección Postal Oficial de la Secretaria de la Votación Adelantada
- Adjunto B: Sitios de la Votación el Dia de la Elección
- Adjunto C Jueces Presidentes y Jueces Alternos del Día de la Elección
- Adjunto D: Sitios de la Votación Adelantada
- Adjunto E: Personal de la Central para Contar Votos
- Adjunto F: Junta de Boletas de la Votación Adelantada

EXHIBIT E

Election Services Contracts and Joint Election Agreements

Meeting Date: Tuesday, September 20, 2022

Agenda Language:

Consider and take appropriate action regarding the Joint Election Agreements between the contracting entities for the November 8, 2022 election. (Judge Brown)

Prepared By/Phone Number: Mishon Davis, Elections Coord Sr, 512-854-3285

Elected/Appointed Official or Department Head: Rebecca Guerrero Commissioners Court Sponsor(s): Travis County Judge Andy Brown

Press Inquiries: Victoria Hinajosa / victoria.hinajosa@traviscountytx.gov / 512-854-

9587

Background/Summary of Request:

Joint Election Agreement with 30 contracting entities.

Staff Recommendations:

The County Clerk's Office recommends approval of the Joint Elections Service Agreements.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Dana Hess, Chief Deputy County Clerk, 512-854-9587

Attachments:

G22 Joint Election Agreement

JOINT ELECTION AGREEMENT FOR November 8, 2022 ELECTIONS

Recitals

- Travis County (the "County") will be conducting general and special elections for the
 participating entities (each, a "Participating Entity," and together, the "Participating
 Entities") listed in Exhibit A, which is attached to and incorporated into this agreement,
 on November 8, 2022. The Participating Entities require elections to be held on
 November 8, 2022, in those portions of Travis County as shown on the maps and
 metes and bounds descriptions in Exhibit B, also attached to and incorporated into this
 agreement.
- 2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
- Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
- It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers the November 8, 2022 Joint General and Special Elections for the parties to this agreement to be held on November 8, 2022. The County and the Participating Entities will hold these elections on November 8, 2022 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

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

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities [continue]

- 1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
- 2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
- 3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
- 4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hookups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
- 5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
- 6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
- 7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to

allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

- 8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
- 9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

- 1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
- Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
- 3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

 The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

- 2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County. The presiding election judge for the location in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
- 3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
- 4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
- 5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
- 6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
- 7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
- 8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving

returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

- On Election Day, the Travis County Clerk or the clerk's Elections Division will field all
 questions from election judges.
- 10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. <u>Participating Entities' Responsibilities</u>

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

V. Election Night

A. County Responsibilities

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

B. Participating Entities' Responsibilities

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

VI. County Resources

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

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement, each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 75% of the costs of the Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its

respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a writein candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

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

- 1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.
- 2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

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

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

C. Force Majeure

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

Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 8, 2022 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY:

lludy Brown

Andy Brown County Judge

Date:

9/21/2022

BY:

Rebecca Guerrero County Clerk

Name of Participating Entity

Anderson Mill Limited District

Address

Anderson Mill Limited District c/o McGinnis Lochridge Attn: Suzanne McCalla

1111 W 6th Street, Bldg. B, Ste. 400

Austin, Texas 78703

Name of Authorized Signatory John Kiracofe, Board President

Signature

Date signed

E-mail address

Kiracofe Camidora

Name of Participating Entity

Address

Austin Community College District

5930 Middle Fiskville Road

Austin, TX 78752

Name of Authorized Signatory Dr. Nan MRaven, Board Chair

Signature

Date signed

E-mail address

August 1, 2022

adelrio@austincc.edu

Address 4000 S. IH-35 Frontage Rd.

Austin, Texas 78704

Name of Authorized Signatory Geronimo M. Rodriguez, Jr.

Signature

Date signed

E-mail address

geronimo.rodriguez@austinisd.org

Name of Participating Entity

Address

P.O. Box 1088, Avstm, TX 78767

Atty: Clerk's Office

Name of Authorized Signatory

Signature

Date signed

E-mail address

P.O. Box 1088, Avstm, TX 78767

Atty: Clerk's Office

Myrna Ros

5. 81. 2000

Myrna Ros & austantos gov

Name of Participating Entity City of Elgin

Address PO Box 591

Elgin, Texas 78621

Name of Authorized Signatory Theresa Y. McShan

Signature Theresa G. Mc Shan

Date signed 8/26/2022

E-mail address jennifer.stubbs@elgintexas.gov

Name of Participating Entity

Address

18649 FM 1431, Ste 4A

Jonestown, TX 78645

Name of Authorized Signatory

Signature

Date signed

E-mail address

City of Jonestown

Paul Johnson, Mayor

7/15/2022

mayor1@jonestowntx.gov

Name of Participating Entity

Address

5803 THUNDERBIRD

LAGO VISTA, TX 78645

Name of Authorized Signatory

KEVIN SULLIVAN, MAYOR PRO-TEM

Signature

Date signed

7/21/2012

Lucy.Aldrich@lagovistatexas.gov

Name of Participating Entity	City of Lakeway
Address	1102 Lihmans Cossing
	Lakeway, Texas 18734
Name of Authorized Signatory	Thomas Kilgori, Mayor
Signature	THE
Date signed	8/24/2022
E-mail address	may militaria lakeway +x. gov

Name of Participating Entity City of Manor

Address 105 E. Eggleston Street

Manor, Texas 78653

Name of Authorized Signatory Scott Moore, City Manager

Signature

Date signed $\underline{6/27/2022}$

E-mail address <u>smoore@cityofmanor.org</u> and

lalmaraz@cityofmanor.org

Name of Participating Entity

Address

PO Box 589

Pflugerville, TX 78691

Name of Authorized Signatory

Seveniah Breland

Signature

Date signed

E-mail address

Citymanager Cpflugervilletx, gov

Name of Participating Entity City of Rollingwood

Address 403 Nixon Drive

Rollingwood, TX 78746

Name of Authorized Signatory Mayor Gavin Massingill

Signature

Date signed 08-17-2022

E-mail address gmassingill@rollingwoodtx.gov

Name of Participating Entity

Address

3205 Jones Road

Sunset Valley, TX 78745

Name of Authorized Signatory

Marc Bruner, Mayor

Marc Bruner

Marc Bruner (Jun 30, 2022 06:10 CDT)

Date signed

E-mail address

City of Sunset Valley

3205 Jones Road

Sunset Valley, TX 78745

Marc Bruner (Jun 30, 2022 06:10 CDT)

Jun 30, 2022

mbruner@sunsetvalley.org

POC: Matt Lingafelter, Asst. City Administrator mlingafelter@sunsetvalley.org

Name of Participating Entity	Coupland ISD
Address	620S. Commerce Street
	Coupland, TX 78615
Name of Authorized Signatory	Tammy Brinkman
Signature	Janny Drinkman
Date signed	June 30, 2022
E-mail address	tbrinkman@couplandisd.org

Name of Participating Entity	Del Valle ISD
Address	5301 Ross Rd
	Del Valle, TX 78617
Name of Authorized Signatory	Jonathan Harris
Signature	proffer
Date signed	9/1/2022
E-mail address	Jonathan.Harris@dvisd.net

Name of Participating Entity Dripping Springs 15D

Address 510 W. Mercer

Dripping Springs, TX 78620

Name of Authorized Signatory

Mary Jane Hetrick

Signature

Mary Jane Hetrick

Mary Jane Hetrick

Signature

8/18/22

E-mail address

Sheila. lamb@dsisdtx.us

Name of Participating Entity

Lake Travis Independent School District

Address

3322 Ranch Road 620 South

Austin, Texas 78738

Name of Authorized Signatory

John Aguelle, Board President

Signature

Date signed

August 17, 2022

E-mail address

leadership@ltisdschools.org

PARTICIPATING ENTITIES

Name of Participating Entity	Leander ISD
Address	204 W. South Street
	Learder, Tx 78641
Name of Authorized Signato	Elexis Grimos
Signature	Elip y A
Date signed	8/19/2022
E-mail address	elexis grimos a leanderisdorg

Name of Participating Entity

Manor ISD

Address

10335 US HWY 290 E.

MANDE, TX 78653

Name of Authorized Signatory Dr. Andre

Signature

Date signed

E-mail address

Andre. Spencer emanorisa. net

Name of Participating Entity New Sweden Municipal Utility District No. 1

Address 4301 Bull Creek Rd. Suite 150

Austin, Texas 78731

Name of Authorized Signatory Kristen Alexandrov

Signature _____

Date signed

E-mail address lhughes@mcleanhowardlaw.com

Name of Participating Entity NORTH AUSTIN MUNICIPAL

UTILITY DISTRICT NO. 1

Address Armbrust & Brown, PLLC

100 Congress Avenue, Suite 1300

Austin, Texas 78701

Name of Authorized Signatory Donald G. Conklin, President, Board of Directors

Signature ______

Date signed July 20, 2022

E-mail address North Austin MUD 1@abaustin.com

Address 1401 W. Pecan Street

Pflugerville, TX 78660

Name of Authorized Signatory Tamra Spence

Signature

Date signed June 27, 2022

E-mail address <u>tamra.spence@pfisd.net</u>

Name of Participating Entity

Address

1311 Round Rock Ave.

Round Rock, TX 78681

Name of Authorized Signatory

Danny Poolman

Darpolm

Date signed

9/8/2022

E-mail address

Round Rock ISD

1311 Round Rock Ave.

Round Rock Ave.

Address

Addres

SIGNATURE PAGE: FOR JOINT ELECTION AGREEMENT FOR November 8, 2022, ELECTIONS

Address 9801 Curlew Dr., Austin, Texas 78748

Name of Authorized Signatory Ronald G. Peterson, President

Signature Formald & Poteurs

Date signed 4112122

E-mail address ron@tanglewoodforestld.org

Name of Participating Entity: Travis County Emergency Services District No. 1

Address: 20624 Fm 1431, Suite 5

Lago Vista, Texas 78645

Name of Authorized Signatory: Tony Marshall

Signature: 3 Malle

Date signed: 8-18-2022

E-mail address: tmarshall@tcesd1.org

Name of Participating Entity

Address

411 Lohmans Ford Rd

Point Venture, TX 78645

Name of Authorized Signatory

Signature

Date signed

E-mail address

Village of Point Venture

Address

Point Venture

TX 78645

Address

Address

Point Venture

TX 78645

Address

Add

Name of Participating Entity

Address

102 Trophy Drive

The Hills, TX 78738

Name of Authorized Signatory

Signature

Date signed

E-mail address

VILLAGE OF THE HILLS

102 Trophy Drive

Wendy Smith, City Manager

Letter 27-2022

Sonja@thehillstx.gov

Name of Participating Entity Village of Volente

Address 16201 Dodd Street, Ste. 100

Volente, Tx 78641

Name of Authorized Signatory Daniel C. Thost

Signature

Date signed August 22, 2022

E-mail address MAYOR@VOLENTETEXAS.GOV

Name of Participating Entity <u>Vista MUD of Travis County</u>

Address 1980 Post Oak Blvd, Suite 1380

Houston, Texas 77056

Name of Authorized Signatory Joshua J. Kahn, Attorney

Signature

Date signed 07-20-2022

E-mail address vistamud@sklaw.us

Name of Participating Entity	Wells Branch Community Ubram Distric
Address	15001 Wells Port Drive
	Austin TX 78728
Name of Authorized Signatory	Donita Ward
Signature	Donata Uhud
Date signed	June 27, 2022
E-mail address	director @ wblibrary.org

Name of Participating Entity

Address

1111 W 6th Street, Bldg. B, Ste. 400

Austin, TX 78703

Name of Authorized Signatory

Catherine Franke, President

Signature

Date signed

8 | 17/2022

E-mail address

Certificate Of Completion

Envelope Id: A77F9F82BEBE4DD6A964AEC95D11E7D2

Subject: Please DocuSign: #38; Joint election agreements; contracting entities; November 8, 2022 Electio...

Source Envelope:

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Status: Completed

Gillian Porter

11493 Sunset Hills Rd Reston, VA 20190

Gillian.Porter2@traviscountytx.gov IP Address: 198.214.211.102

Record Tracking

Status: Original

9/21/2022 5:47:54 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Gillian Porter

Gillian.Porter2@traviscountytx.gov

Pool: StateLocal

Pool: Travis County County Clerk

Location: DocuSign

Location: DocuSign

Signer Events

Andy Brown

Andy.Brown@traviscountytx.gov

County Judge Travis County

Security Level: Email, Account Authentication

(None)

Signature

andy Brown

Signature Adoption: Pre-selected Style Using IP Address: 174.195.129.2

Signed using mobile

Timestamp

Sent: 9/21/2022 9:35:15 AM Viewed: 9/21/2022 12:53:49 PM Signed: 9/21/2022 12:53:59 PM

Electronic Record and Signature Disclosure:

Accepted: 11/24/2020 9:52:21 AM

ID: c287ded4-1912-44e7-b10a-0d7e319d9743

Signature **Timestamp**

Editor Delivery Events

In Person Signer Events

Agent Delivery Events

Status

Status

Timestamp

Timestamp

Timestamp

Intermediary Delivery Events

Status Status

Timestamp

Sent: 9/21/2022 5:49:58 AM Viewed: 9/21/2022 9:35:14 AM

Certified Delivery Events

Kate Garza

Kate.Garza@traviscountytx.gov

Chief of Staff Travis County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 6/15/2021 7:55:27 AM

ID: c287112c-22be-4a2e-8c06-f0fc9f30e8c8

Status

Timestamp

Mishon Davis

mishon.davis@traviscountytx.gov

Carbon Copy Events

Security Level: Email, Account Authentication

(None)

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Status

Timestamp

Matt Entsminger

matthew.entsminger@traviscountytx.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED Sent: 9/21/2022 12:54:02 PM

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	9/21/2022 5:49:58 AM		
Certified Delivered	Security Checked	9/21/2022 12:53:49 PM		
Signing Complete	Security Checked	9/21/2022 12:53:59 PM		
Completed	Security Checked	9/21/2022 12:54:02 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO Travis County-CN1-Constable Pct 1 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Travis County-CN1-Constable Pct 1:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jesse.valdez@traviscountytx.gov

To advise Carahsoft OBO Travis County-CN1-Constable Pct 1 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jesse.valdez@traviscountytx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO Travis County-CN1-Constable Pct 1

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jesse.valdez@traviscountytx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Travis County-CN1-Constable Pct 1

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jesse.valdez@traviscountytx.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send
 this Electronic Record and Disclosure to a location where you can print it, for future
 reference and access; and
- Until or unless you notify Carahsoft OBO Travis County-CN1-Constable Pct 1 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Travis County-CN1-Constable Pct 1 during the course of your relationship with Carahsoft OBO Travis County-CN1-Constable Pct 1.

CONTRACT FOR ELECTION SERVICES

This Contract for Election Services ("Contract") is made and entered into by and between the Elections Administrator of Hays County, Texas ("Contracting Officer") and the City of Austin ("City") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As 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.
- C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City's Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's 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 Teas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. Nomination of Presiding Judges and Alternate Judges. The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to City. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

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

- The Contracting Officer shall notify each presiding and alternate judge of
 his or her appointment. The notification will also include the assigned
 polling station, the date of the election training(s), the date and time of the
 Election, the rate of compensation, the number of clerks the judge may
 appoint, the eligibility requirements for Election workers, and the name of
 the presiding or alternate judge as appropriate.
- 2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.
- D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.
- 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 and early voting kits (including the appropriate envelopes, 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) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. Registered Voters List. The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. Notice of Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. Election Equipment. The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. Applications for Mail Ballots. The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

- L. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.
 - The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 - 2. 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 deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
 - 3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
 - 4. 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 in consultation with the City and in accordance with the Texas Election Code.

M. Election Day Activities.

- The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
- The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

- The Contacting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
- 4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- O. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.
- Q. Custodian of Election Records. The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

- The City shall advise the Contracting Officer if a recount is required by law
 or requested and the Contracting Officer and the City shall discuss how such
 recount is to be conducted. The City shall reimburse the Contracting Officer
 for the cost of such recount which is not included in the original cost
 estimate.
- S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.
- T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.
- U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.
- II. <u>RESPONSIBILITIES OF THE CITY</u>. The City shall perform the following responsibilities:
 - A. Election Orders, Election Notices, and Canvass. The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.
 - B. Map/Annexations. The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and

electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. Department of Justice Preclearance for Special Elections. If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. Ballot Information. The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. Precinct Reports to the Texas Secretary of State. Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. Annual Voting Report. The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. Compensation for Election Workers. The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. Charges and Distribution of Costs. In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.
- B. Administrative Fee. The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.
- C. Equipment Rental Fee. Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment**. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

- A. **Initial Term**. The initial term of the 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 be renewed annually.
- C. Termination. If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. 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 will be due and payable.

VI. MISCELLANEOUS PROVISIONS

- A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
 - 2. The officers who conduct the official canvass of the Election returns;
 - 3. The authority to serve as custodian of voted ballots or other Election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. Cancellation of Election. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.
- C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
 - The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 - 2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 - An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

- 4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.
- E. Amendment/Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. 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.
- F. Severability. If any provision of the 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.
- G. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the City:

Jannette S. Goodall

City Clerk, City of Austin

712 S. Stagecoach Trail, Suite 1045 San Marcos, Texas 78666 Tel: (512) 393-7310 Fax: (512) 878-6699	P.O. Box 1088 – City Clerk's Office Austin, TX 78767 Tel: Fax:
Email: janderson@co.hays.tx.us	Email:

Witness by my hand this the	day of AUGUST, 2021.
Contracting Officer:	
Sardin	
Jennifer Anderson, Elections Admini Hays County, Texas	strator
Witness by my hand this the	day of August, 2021.
	Local Political Subdivision:
	Name of Entity: City of Austin
	Printed Name: Jannette S. Goodall
	Official Capacity: City Clerk
City Clerk City of Austin	200

For the Contracting Officer:

Elections Administrator, Hays County

Jennifer Anderson

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF AUSTIN

This Joint Election Agreement ("Agreement") is entered into on August 11, 2021, between the City of Austin, (the "City") P.O. Box 1088, Austin, Texas 78767 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

- Section 1. Scope of Agreement. The City enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.
- Section 2. Appointment of Election Officer. The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2021 through July 2022.
- Section 3. Early Voting Polling Locations. To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City voters registered in Hays County. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.
- Section 4. Voting by Mail Ballot. The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.
- Section 5. Election Day Polling Locations. Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.
- Section 6. Election Day. On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County - 135,0	00 135,000/255,000=	52.94% of total cost
Registered Voters in Joint Entity A - 100,0	100,000/255,000=	39.23% of total cost
Registered Voters in Joint Entity B - 20,0	20,000/255,000=	7.84% of total cost
Aggregate Registered Voters - 255,00	00	

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2021 and end on July 31, 2022.

Section 12. Force Majeure. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator Government Center 712 South Stagecoach Trail Suite 1012 San Marcos, Texas 78666

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

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this // day of August, 2021

Hays County Elections Administrator	City of Austin
Jandum Jennifer Anderson Elections Administrator	Jannette S. Goodall City Clerk
Attest:	Attest:

THE STATE OF TEXAS COUNTY OF WILLIAMSON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 8, 2022, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on November 8, 2022;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6110 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

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

II. LEGAL DOCUMENTS

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

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

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.

IV. VOTING LOCATIONS

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

If polling places for the November 8, 2022 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 8, 2022 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 8, 2022 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

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

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

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$17 an hour), Clerks (\$15 an hour) Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

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Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

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

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

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

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

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS 6110 electronic voting system. Provisional ballots will be cast on the EVS 6110 system, as well.

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

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

VII. EARLY VOTING

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

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

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

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

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

VIII. EARLY VOTING BALLOT BOARD

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

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

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 11, 2022 and no later than November 22, 2022, as per the Texas election Code.

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

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

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

XI. RUNOFF ELECTIONS

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

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

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 8, 2022 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

- Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
- Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

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

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

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

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

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

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

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

XVI. MISCELLANEOUS PROVISIONS

- The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
- 3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
- 4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- 7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
- Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

Rev 08.30.2022 7 November 8, 2022

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 8, 2022 election is \$1,600,000.00 and is based partly on the costs of the November 3, 2020 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE 15 DAY OF 5	EPTEMBER
WITNESS BY MY HAND THIS THE DAY 6	Christopher Davis, Elections Administrator Williamson County, Texas of Summan, 2022.
	PARTICIPATING AUTHORITY: Name of Participating Authority: And of Austra By: Manager S Printed Name: Manager S Official Capacity: August Clurk

ATTACHMENT A

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

List of Participating Authorities

Williamson County

Cities

City of Austin
City of Coupland
City of Georgetown
City of Jarrell
City of Pflugerville

ISD's

Austin Community College Coupland ISD Jarrell ISD Leander ISD Pflugerville ISD Round Rock ISD Taylor ISD

ESD's/MUD's/SUD's

3 B&J MUD
Anderson Mill Limited District
Block House MUD
Highlands at Mayfield Ranch MUD
Lakeside MUD No. 9
North Austin MUD No. 1
Prairie Crossing MUD No. 1
Prairie Crossing MUD No. 2
Rancho Cielo MUD
Siena MUD No. 1
Siena MUD No. 2
Williamson County MUD No. 35
Williamson-Travis County MUD No. 1

ATTACHMENT B

Election Day voting locations

Austin: Anderson Mill Limited District, Room A & B, 11500 El Salido Parkway, 78750

Austin: Bethany United Methodist Church, Rm D105-Ministry Center, 10010 Anderson Mill Rd, 78750

Austin: Gateway Church, Lobby, 7104 McNeil Dr, 78729 Austin: Harmony School of Endeavor, 13415 RR 620, 78717

Austin: Hartfield Performing Arts Center Lobby, 5800 McNeil Drive, 78729

Austin: Kelly Reeves Athletic Complex, Conference room, 10211 W Parmer Ln, 78717

Austin: Lord of Life Lutheran Church, Sanctuary, 9700 Neenah Ave, 78717

Austin: Rattan Creek Community Center, Great room, 7617 Elkhorn Mountain Trail, 78729

Austin: Round Rock ISD Technology Center, room 146, 7700 Cornerwood Dr. 78717

Bartlett: Bartlett City Hall, Council Chambers, 140 W Clark St, 76511

Cedar Park: Austin Sports Center, SAQ room, 1420 Toro Grande Blvd, 78613

Cedar Park: Cedar Park High School, Performing Arts Center foyer, 2150 Cypress Creek Rd, 78613

Cedar Park: Cedar Park Public Library, Community Room, 550 Discovery Boulevard, 78613

Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613

Cedar Park: Cedar Park Recreation Center, Community room, 1435 Main St, 78613

Cedar Park: Vista Ridge High School, Cafeteria/Little Theater, 200 S Vista Ridge Blvd, 78613

Coupland: St. Peter's Church, Fellowship Hall, 108 Wathen St. 78615

Florence: Andice Community Center, 6600 FM970, 76527

Florence: Florence City Hall, Council Chambers, 851 FM970, 76527

Georgetown: Cowan Creek Amenity Center Lobby, 1433 Cool Spring Way, 78633

Georgetown: First Baptist Church, Worship Center Foyer, 1333 W University Ave, 78628

Georgetown: Georgetown Annex, HR108, 100 Wilco Way, HR108, 78626

Georgetown: Georgetown City Hall, Community room, 808 Martin Luther King Jr St, 78626

Georgetown: Georgetown ISD Technology Building, Conference room, 603 Lakeway Drive, 78628

Georgetown: Georgetown Randalls, 5721 Williams Dr, 78633

Georgetown: Heritage Baptist Church, Room 103, 1601 FM971, 78626 Georgetown: Old Carver Elementary Building, 1200 W 17th St, 78626

Georgetown: Southwestern University - Howry Center, 1001 Southwestern Blvd, 78626

Georgetown: Terranova Church, Atrium, 5060 E State Hwy 29, 78626

Georgetown: The Delaney at Georgetown Village, 359 Village Commons Blvd, 78633

Georgetown: The Worship Place, Narthex, 811 Sun City Blvd, 78633

Granger: First Baptist Church, Fellowship Hall, 301 E Mesquite, 76530

Hutto: Saint Patrick Catholic Church, rooms A &B, 2500 Limmer Loop, 78634

Hutto: Wilco Hutto Annex, Suite 200, 321 Ed Schmidt Boulevard, 78634

Jarrell: Jarrell ISD Administration Building, Boardroom, 108 East Avenue F, 76537

Jarrell: Sonterra HOA Clubhouse, 510 Sonterra Blvd, 76537

Leander: ACC San Gabriel Campus, 449 San Gabriel Campus Dr, 78641

Leander: Leander Church of Christ, Classroom 1, 300 Crystal Falls Pkwy, 78641

Leander: Leander High School, Performing Arts Center foyer, 3301 S Bagdad Rd, 78641

Leander: Leander Public Library Annex, 1011 S. Bagdad Rd, 78641

Leander: Pat Bryson Municipal Hall, Council Chambers, 201 N Brushy St, 78641

Leander: Rouse High School, Library, 1222 Raider Way, 78641

Leander: Upwards Church, Foyer, 8754 RR 2243, 78641

(cont'd)

ATTACHMENT B (cont'd)

Election Day voting locations

Liberty Hill: Liberty Hill High School, Performing Arts Center lobby, 16500 W State Hwy 29, 78642

Liberty Hill: RockPointe Church, 170 CR 214, 78642

Liberty Hill: Santa Rita Ranch-Ranch House, Great Room, 175 Elizabeth Park Blvd, 78642 Round Rock: ACC Round Rock Campus, Bldg 3000 Room 3103, 4400 College Park Dr, 78665

Round Rock: Baca Senior Center, Bldg. 2 room 3, 301 W Bagdad Street, 78664

Round Rock: Brushy Creek Community Center, Maple room, 16318 Great Oaks Drive, 78681

Round Rock: Cedar Ridge High School, Auditorium lobby, 2801 Gattis School Rd, 78664

Round Rock: Dell Diamond United Heritage Center, Round Rock Room, 3400 E Palm Valley Blvd, 78665

Round Rock: Fern Bluff MUD Community Center, Canyon room, 7320 Wyoming Springs Dr, 78681

Round Rock: Forest Creek Elementary School, Portable 601 & 602, 3505 Forest Creek Dr, 78664

Round Rock: Round Rock Presbyterian Church, Fellowship Hall, 4010 Sam Bass Rd, 78681

Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664

Round Rock: Round Rock Sports Center, Tournament room, 2400 Chisholm Trl, 78681

Round Rock: Sleep Inn & Suites, meeting room, 1980 S IH 35 Frontage Rd, 78681

Round Rock: South University, Room 110, 1220 W Louis Henna Blvd, 78681

Round Rock: Williamson County Jester Annex, Anderson&Harrell room, 1801 E Old Settlers Boulevard, 78664

Round Rock: Wingate by Wyndham Williamson Conference Center Ballroom, 1209 N IH 35, 78664

Taylor: Taylor City Hall, Auditorium, 400 Porter Street, 76574

Taylor: Taylor ISD Event Center, Suite 102, 3101 N Main St, 76574

Thrall: St. John Lutheran Church, Education Center, 409 Main St, 76578

Walburg: Walburg Community Center, 4000 FM 972, 78626

Weir: Community Bible Church of Weir, Fellowship Hall, 315 FM 1105, 78626

EXHIBIT F Election Day Presiding Judges and Alternate Judges

Location Name	Job Title	Name
Carver Branch Library	ED-JUDGE	SPEARS-CORBETT, BARBARA
	ED-ALT JUDGE	STANLEY, EMMA
Millennium Youth Complex	ED-JUDGE	MACKEY, MARGERY
	ED-ALT JUDGE	FORTUNE, DOUGLAS
Genesis Presbyterian	ED-JUDGE	ECKELKAMP, CAROL
	ED-ALT JUDGE	REED, FAITH
Givens Recreation Center	ED-JUDGE	HARRIS, LINDA
	ED-ALT JUDGE	STIEBER, VIRGINIA
Austin Energy Headquarters	ED-JUDGE	GEORGE, ALEXIS
	ED-ALT JUDGE	ZAVALA, DAGOVERTO
East Nineteenth St Missionary Baptist	ED-JUDGE	MORGAN, SUSAN
	ED-ALT JUDGE	VINCENT, SHIRLEY
Memorial United Methodist	ED-JUDGE	O'CONNOR, MICHAEL
	ED-ALT JUDGE	GARZA, DAVID
Austin Achieve Northeast Campus	ED-JUDGE	CHAVANA, RICARDO
	ED-ALT JUDGE	THOMPSON, D
YMCA East Communities Y	ED-JUDGE	WILLIAMS, GWENDOLYN
	ED-ALT JUDGE	CLARK, GLORIA
Turner-Roberts Recreation Center	ED-JUDGE	SIMPKINS, JONATHAN
	ED-ALT JUDGE	BREWSTER, KIM
Whisper Valley Discovery and Amenity		
Center	ED-JUDGE	LOVE, TAYLOR
	ED-ALT JUDGE	POLLOCK, SARAH
Asian American Resource Center	ED-JUDGE	LUNG, RAYMOND
	ED-ALT JUDGE	LOCKWOOD, RENEE

Gus Garcia Recreation Center	ED-JUDGE	DORFF, DEBORAH
	ED-ALT JUDGE	SIVOLOB, ALEKSANDRA
Our Savior Lutheran Church	ED-JUDGE	CARTER, VERNELL
	ED-ALT JUDGE	WALKER, MERRILEE
Affinity at Wells Branch	ED-JUDGE	GEZANA, SUSAN
	ED-ALT JUDGE	BLAKLEY, RAMON
St Luke United Methodist	ED-JUDGE	VALENTE-JOHNSON, ARIANNA
	ED-ALT JUDGE	MELTON, FAITH
Congregation Beth Israel	ED-JUDGE	NAYAK, SUSAN
	ED-ALT JUDGE	CHOW, KEVIN

Highland Village Church of Christ	ED-JUDGE	FLENNIKEN, KENDRA
	ED-ALT JUDGE	CARRALES, NANCY
GTAustin	ED-JUDGE	REYNOLDS, JOSEPH
	ED-ALT JUDGE	BAGNARA, MATTHEW
Yarborough Branch Library	ED-JUDGE	HIRSH, RANLEIGH
	ED-ALT JUDGE	VINSON, KAREN
Winters Building	ED-JUDGE	HAN, SHANNON
	ED-ALT JUDGE	LIVINGSTON, JANIS
City of Austin Permitting and Development		
Center	ED-JUDGE	LOPEZ, GENEVIEVE
	ED-ALT JUDGE	MANLOVE, GINA
Gullett Elementary	ED-JUDGE	REINKEN, JANIS
	ED-ALT JUDGE	PANTIN, MICHAEL
Brentwood Bible Church	ED-JUDGE	MOORE, KAREN
	ED-ALT JUDGE	FIELD, GREGORY
Ben Hur Shrine Center	ED-JUDGE	AMATO, SAM
	ED-ALT JUDGE	AMATO, LIBBY
North Village Branch Library	ED-JUDGE	RAMIREZ, ALYSE
	ED-ALT JUDGE	HEATH, CHRISTINE
O Henry Middle School	ED-JUDGE	WORSHAM, LAURIE
	ED-ALT JUDGE	LAWRENCE, MATTHEW
Church at Highland Park	ED-JUDGE	TAMAYO, LAURA
	ED-ALT JUDGE	TEAL, DANIEL
Old Quarry Branch Library	ED-JUDGE	FRIESEN, DAWN
	ED-ALT JUDGE	BROWN, DONALD
St Matthew's Episcopal	ED-JUDGE	BENTON, ALEXANDRIA
	ED-ALT JUDGE	CONOLLY, PATRICK
Juan P Navarro Early College High School	ED-JUDGE	MCDONALD, CHARLES
	ED-ALT JUDGE	MORE, JANETTE
YMCA North Austin	ED-JUDGE	LEECH, CONNOR
	ED-ALT JUDGE	LANG, THOMAS
Jaime Padron Elementary	ED-JUDGE	SANDERS, JULIE
	ED-ALT JUDGE	DAVIS, MARY ANN

Community Center at Del Valle	ED-JUDGE	CARRANZA, SUSANA
	ED-ALT JUDGE	WILSON, ROBERT

Grant AME Worship Center	ED-JUDGE	JOHNS, MARY JO
	ED-ALT JUDGE	SHEKARAN, RAJA
St John's Episcopal	ED-JUDGE	FINN, JULIA
	ED-ALT JUDGE	SMITH, CLAY
Disability Rights Texas	ED-JUDGE	ETHERIDGE, SHANA
	ED-ALT JUDGE	WARREN, TODD
St Mark United Methodist	ED-JUDGE	MOLINA, DAVID
	ED-ALT JUDGE	ROLING, JANICE
	ED-ALT JUDGE	CHECK, EDWARD
Davis Elementary	ED-JUDGE	CALHOUN, ALYSSA
	ED-ALT JUDGE	FOSTER, CHRISTOPHER
Milwood Branch Library	ED-JUDGE	COLLINS, JACQUELINE
	ED-ALT JUDGE	CICHOCKI, RONALD
Balcones Woods Shopping Center	ED-JUDGE	DETLEFSEN, RICHARD
	ED-ALT JUDGE	RENFRO, JACOB
Shepherd of the Hills Christian	ED-JUDGE	CLARK, PAMELA
	ED-ALT JUDGE	KEENE, JANE
Grandview Hills Elementary	ED-JUDGE	KOEGLER, DANIEL
	ED-ALT JUDGE	KOLAR, RACHEL
Riverbend Centre	ED-JUDGE	SCHULTZ, OLIVIA
	ED-ALT JUDGE	REYNOLDS, DAVID

Austin Recreation Center	ED-JUDGE	MEED, ALEX
	ED-ALT JUDGE	BROWNLEE, RANDY
Sam Houston Building	ED-JUDGE	VENN, ADAM
	ED-ALT JUDGE	LATTIG, KENT
Austin City Hall	ED-JUDGE	LIMON, BRENDA
	ED-ALT JUDGE	THOMPSON, SHERRY
Zilker Elementary	ED-JUDGE	BIXBY, PAMELA
	ED-ALT JUDGE	ACKLAND, SARA
UT Flawn Academic Center	ED-JUDGE	AHMAD, MICHELLE
	ED-ALT JUDGE	MCGLAMERY, TERRY
Lamar Senior Activity Center	ED-JUDGE	COLLINS, ELIZABETH
	ED-ALT JUDGE	OROURKE, PATRICK
Lost Creek Limited District	ED-JUDGE	HECKER, MARVIN
	ED-ALT JUDGE	KRACH, EDWARD
Circle C Community Center	ED-JUDGE	HESSELSWEET, JANELLE
	ED-ALT JUDGE	HARRISON, WILLIAM

Bailey Middle School	ED-JUDGE	PERRISSI, MICHAEL
	ED-ALT JUDGE	CHARLES, GREGORY
Austin Oaks Church	ED-JUDGE	SARAHAN, MICHAEL
	ED-ALT JUDGE	JOHNSON, GERALD
Shepherd of the Hills Presbyterian	ED-JUDGE	CZARNECKI, DAVID
	ED-ALT JUDGE	WILLIAMS, JULIE
Community Center at Oak Hill	ED-JUDGE	BIEHL, BEVERLY
	ED-ALT JUDGE	COCHRANE, LAURA
Lakewood HOA	ED-JUDGE	SCHIMA, JOANNA
	ED-ALT JUDGE	COOK, LINDA
Kathy Caraway Elementary	ED-JUDGE	BRADBERRY, LILY
	ED-ALT JUDGE	LANUM, KRISTEN
Spicewood Springs Branch Library	ED-JUDGE	RYAN, SUSAN
	ED-ALT JUDGE	COCCO, CATHERINE

Peace Lutheran	ED-JUDGE	MASON, BARBARA
	ED-ALT JUDGE	MAPLES, CHARLES
Terrazas Branch Library	ED-JUDGE	ZAMORA, MARTIN
	ED-ALT JUDGE	BARON, ELIZABETH
Cantu Pan Am Recreation Center	ED-JUDGE	MENDEZ, ELIZABETH
	ED-ALT JUDGE	TURRUBIARTE, REBECCA
Southwest Key Programs	ED-JUDGE	ZUBIATE, HAMZA
	ED-ALT JUDGE	SEAMAN, DEBRA
Twin Oaks Branch Library	ED-JUDGE	ZEMEL, JODY
	ED-ALT JUDGE	SALVANIA, DAVID
Church on Congress Avenue	ED-JUDGE	DIAZ, MARY
	ED-ALT JUDGE	FOSSUM, MICHAEL
Faith Presbyterian Church	ED-JUDGE	DELGADO, LEONOR
	ED-ALT JUDGE	ACOSTA, JACOB
South Austin Senior Activity Center	ED-JUDGE	BENTLEY, MARK
	ED-ALT JUDGE	BRUNI, KATHERINE
South Austin Recreation Center	ED-JUDGE	SALINAS, HERMINIA
	ED-ALT JUDGE	PARE, RAY
Good Shepherd on the Hill	ED-JUDGE	HIEGER, MERRI
	ED-ALT JUDGE	WOODS, MORRIS
Dan Ruiz Branch Library	ED-JUDGE	GREEN, JAMES

	ED-ALT JUDGE	VALESCU, MICHAEL
Manchaca Road Branch Public Library	ED-JUDGE	WOOD, MARY
	ED-ALT JUDGE	ADAM, GARY
St John's Lutheran	ED-JUDGE	GONZALEZ, ALEXANDRA
	ED-ALT JUDGE	FONSECA, EMMA
Berkeley United Methodist	ED-JUDGE	FOTINOS, TAMMY
	ED-ALT JUDGE	DAVISCOURT, PAMELA
Westoak Woods Baptist	ED-JUDGE	ASKEW, PERRIANNE
	ED-ALT JUDGE	LANGLEY, KAREN
Bedichek Middle School	ED-JUDGE	SEPEDA SOLIZ, RITA
	ED-ALT JUDGE	ZIEGLER, MERCY
Dittmar Recreation Center	ED-JUDGE	THOMPSON, BENJAMIN
	ED-ALT JUDGE	ERRINGTON, RICHARD
Southpark Meadows suite 500	ED-JUDGE	SMITH, CAROLYN
	ED-ALT JUDGE	WYNKOOP, AMY
George Morales Dove Springs Recreation		
Center	ED-JUDGE	BAKHTIARI, CHERYL
	ED-ALT JUDGE	GONZALES, SUSANNA
Ojeda Middle School	ED-JUDGE	DEBILL, VALERIE
	ED-ALT JUDGE	KNEBEL, LINDA
Langford Elementary	ED-JUDGE	INNMON, LEEANN
	ED-ALT JUDGE	CROSS, BARBARA
Blazier Intermediate	ED-JUDGE	JACKSON, TINA
	ED-ALT JUDGE	KELLY, DAVID
St Alban's Episcopal	ED-JUDGE	DOSKY, JANIS
	ED-ALT JUDGE	HYMEL, KATHLEEN

LIST OF PRESIDING AND ALTERNATE JUDGES

I, Jennifer Doinoff, County Clerk/Elections Administrator of Hays County do hereby submit the following persons for appointment as presiding judge and alternate judge for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs.

chairs. Location Presiding Judge Alternate Judge Broadway Rose Brooks Mike Lee Brookdale SM Frank Arredondo TBD Mary Alice Debow Ronald Stockdreher Calvary Baptist Church Centro Cultural de Hispano Grace Neal TBD **Dunbar Center** Richard Gonzales David Boyd First Baptist Church Stephen Belans Scott Morse Hays County Govt. Center Adan Moreno Robert McMillan Tx State Univ. LBJ Center Aart Millecam Steve Whigham Promiseland Church Steve Jones Alice Olmstead SM Fire Station #5 Margie Crosby TRD Andrea Maxwell Wayne Harned SM Housing SM Public Library Lynne Morris Shirley Ogletree Sinai Church Sid Braverman TBD Mary Helen Frazier Simon Middle School Frank Holman S. Hays Fire #12 Madonna Kimball Nick Hoover Stone Brook Senior Carrie Tudor Lora DeWolfe HCISD Arnold Trans. Kelly Ann Cato Rick Brennes Kyle City Hall Penny Krug Mike Rubsam Live Oak Academy Karen Enterline Sherry Anderson ACC Campus Vanessa Westbrook Gilbert Arismendez Larry Hansen HCISD Trans. Uhland Otto Randolph Hays Co. Pct. 2 Meli VanNatta Alex Villalobos **Tobias Elementary** Merry Bateman Don Rainey Wallace Middle School Ida Miller **TBD** Robert Hernandez Delysia Moore Yarrington Transportation Larry Thompson Ethel Queen Buda City Hall Hays Hills Church Mike McKie Don West Sam Guzman McCormick Middle Sch. Theresa Ferguson Southern Hills Church Gerald Haschke Stephanie Jamail Sunfield Station Debbie Russ Lisa Brown Buda Upper Campus Mahlin Musgrove Glenn Bridges Jamie Clark Cypress Creek Church Patty Nilsson

Tracy Sites

Dale Nave

Kevin Pata

Barbara Story

Ben Broughton

Mara Cardwell

Rob Freedman

George Vanderhule

Gary Pigg Texan Academy VFW Post 6441 Margie Langmead Wimberley Comm Center Judy Dunn Henly Fire Station #3 Kathy Carriker Belterra Centre Cindy Dally Lucinda Kapral DS Ranch Park Patriots Hall Mary Clarkson Adrienne Satterfield Hays Co. Pct. #4

LIST OF EARLY VOTING BALLOT BOARD MEMBERS AND SIGNATURE VERIFICATION

I, Jennifer Doinoff, County Clerk/Elections Administrator of Hays County do hereby submit the following persons for appointment as Early Voting Ballot Board for elections conducted by the county as required upon receipt of timely list(s) submitted by the appropriate political party chairs.

DEMOCRAT APPOINTEES Mark Trahan – Alt Judge

Jon Leonard Diann McCabe

Nicholas Hoover Sam Hernandez James Pendergast Vanessa Westbrook Joan Salas Linda Nichols Donna Haschke Lori Moya Anna Hargrove

Gerald Haschke Maria Lucio

Theresa Kilday Frank Arrendondo
Lesley Lester Cynthia Arrendondo
Carla Baze Linda Rodriguez
Susie Ishibashi Diane Lamuer
Marvadene Eves Charles Ellis
Lisbeth Dobbins Lynn Ahrens

REPUBLICAN APPOINTEES

Signature Verification:

David Hawkins
Zoe Hudson
Ken Roberts
Renee Rainey
Julie Taylor
Cassie Dyson
Lesa Taylor
John Ambrose
Carl Manley
Susan Manley

Ballot Board: Bob Parks - Judge

Kathy Perry Fred Bright
Keith Perry Cathy Locke
Jean Mooney Sissi Baskin

Denise Jackson Willa Reves

Janet Bonney Carol Edgerly Fraye Stokes Delyn Pettner Vicki Clarke Marti Eveleigh Eddie Price Terry Parker Anna White Roy Buckley Rex Wiegand Linda Buckley Jeanie Cannon John Johnson Ken Cannon Susan Johnson Mark Halam Pam Eakin

Kayla Halam Mary Starr

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Lori Broughton Marty Harrison
Stephanie McBrayer Mike Guerra
Madonna Kimball Sandi Ellen
LuAnne Caraway Steve Eakin

Lynn Johnson Becky McCullough

Central Count Appointees

Tabulation Supervisor – Jeff Mcgill Central Count Station Manager – Jennifer Doinoff

Williamson County

Election Day Presiding Judges and Alternate Judges

Early Voting Site at Anderson Mill

AM Supervisor - Julia Lennous

PM Supervisor – Kathryn Rightmyer

Alt. Supervisor – Shannon Covar

Election Day Sites

Anderson Mill

Presiding Judge – Charlotte Coad

Alternate Judge – Kathryn Rightmyer

Gateway Church

Presiding Judge - Dwight Adair

Alternate Judge – Julia Lennous

Lord of Life Lutheran Church

Presiding Judge - Shannon Covar

Alternate Judge – Alesia Landeros

EXHIBIT G Central Counting Station Staff

To Be Updated

Travis County

December 13, 2022 Election

Central Count

Charlene Casillas

Marco Ramirez

LIST OF PRESIDING AND ALTERNATE JUDGES

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chairs. Location Presiding Judge Alternate Judge Broadway Rose Brooks Mike Lee Brookdale SM Frank Arredondo TBD Mary Alice Debow Ronald Stockdreher Calvary Baptist Church Centro Cultural de Hispano Grace Neal TBD **Dunbar Center** Richard Gonzales David Boyd First Baptist Church Stephen Belans Scott Morse Hays County Govt. Center Adan Moreno Robert McMillan Tx State Univ. LBJ Center Aart Millecam Steve Whigham Promiseland Church Steve Jones Alice Olmstead SM Fire Station #5 Margie Crosby TRD Andrea Maxwell Wayne Harned SM Housing SM Public Library Lynne Morris Shirley Ogletree Sinai Church Sid Braverman TBD Mary Helen Frazier Simon Middle School Frank Holman S. Hays Fire #12 Madonna Kimball Nick Hoover Stone Brook Senior Carrie Tudor Lora DeWolfe HCISD Arnold Trans. Kelly Ann Cato Rick Brennes Kyle City Hall Penny Krug Mike Rubsam Live Oak Academy Karen Enterline Sherry Anderson ACC Campus Vanessa Westbrook Gilbert Arismendez Larry Hansen HCISD Trans. Uhland Otto Randolph Hays Co. Pct. 2 Meli VanNatta Alex Villalobos **Tobias Elementary** Merry Bateman Don Rainey Wallace Middle School Ida Miller **TBD** Robert Hernandez Delysia Moore Yarrington Transportation Larry Thompson Ethel Queen Buda City Hall Hays Hills Church Mike McKie Don West Sam Guzman McCormick Middle Sch. Theresa Ferguson Southern Hills Church Gerald Haschke Stephanie Jamail Sunfield Station Debbie Russ Lisa Brown Buda Upper Campus Mahlin Musgrove Glenn Bridges Jamie Clark Cypress Creek Church Patty Nilsson

Tracy Sites

Dale Nave

Kevin Pata

Barbara Story

Ben Broughton

Mara Cardwell

Rob Freedman

George Vanderhule

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Central Count Appointees

Tabulation Supervisor – Jeff Mcgill Central Count Station Manager – Jennifer Doinoff Williamson County

Central Counting Station Staff

Central Counting Station

Presiding Judge – Deborah Simmons

Alternate Judge – Alfred Freudenberger

EXHIBIT H Early Voting Ballot Board Members

Travis County

December 13, 2022 Election

Ballot Board

Nina Seaman

Ramona Koehl

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Lynn Johnson Becky McCullough

Central Count Appointees

Tabulation Supervisor – Jeff Mcgill Central Count Station Manager – Jennifer Doinoff

Williamson County

Early Voting Ballot Board Members

Early Voting Ballot Board

Presiding Judge – Debbie Pipes

Alternate Judge – TBD

Clerk - TBD