

## EXHIBIT E

### Election Services Contracts and Joint Election Agreements

## Travis County Elections

Executed Contract and Joint Election Agreement

Not Yet Available

## **JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF AUSTIN**

This Joint Election Agreement ("Agreement") is entered into on August 15, 2025, between the City of Austin (referred to throughout as the Local Political Subdivision, or "LPS") P. O. Box 1088, Austin, TX 78767 and Hays County (the "County"), 120 Stagecoach Trail, 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 LPS enters into this Agreement for the conduct of the elections to be held from July 15, 2025 to July 15, 2026.

**Section 2. *Appointment of Election Officer.*** The LPS 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 July 15, 2025 to July 15, 2026.

**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 LPS agrees to designate the Hays County Election Administrator's Office, 120 Stagecoach Trail, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS 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 LPS 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 120 Stagecoach Trail, 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 LPS.

**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 LPS.

**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 LPS with copies of any election documents upon the LPS'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 flashdrives ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 120 Stagecoach Trail, 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 LPS 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 LPS 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. USB's 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 USB's 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 LPS 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](http://www.co.hays.tx.us/elections) as soon as reasonably possible.

**Section 9. Cost Sharing.** The LPS 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 -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

There is a \$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 are allocated separately, as detailed in the Election Services Contract.

**Section 10. *Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the LPS 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 July 15, 2025 and end on July 15, 2026.

**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  
120 Stagecoach Trail  
San Marcos, Texas 78666

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

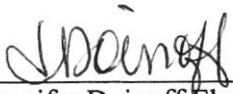
**Section 15.** Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed or the officer 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 4 day of Sept. 2025

Hays County Elections Administrator

City of Austin

  
\_\_\_\_\_  
Jennifer Doinoff Elections  
Administrator

  
\_\_\_\_\_  
Erika Brady  
City Clerk

## **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 a Local Political Subdivision in or partially in Hays County ("**LPS**") 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 LPS. 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 LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS 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 LPS agrees to commit the funds necessary to pay for Election-related expenses for the LPS's Election in accordance with Chapters 31 and 271 of the Texas Election Code.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS'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 LPS 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 LPS.** The Contracting Officer shall provide the LPS 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.**

1. 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.
- 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 LPS, 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 LPS 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 120 Stagecoach Trail, 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 LPS.

**L. Early Voting.** In accordance with Sections 31.094, 31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. 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 LPS. 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 120 Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699 or emailed to [elections@co.hays.tx.us](mailto: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 120 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 LPS and in accordance with the Texas Election Code.

**M. Election Day Activities.**

1. 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.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting 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 LPS 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 LPS 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](http://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 LPS. These reports will serve as the canvass materials for the LPS.
- Q. Custodian of Election Records.** The Election records will be submitted to the LPS 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.**

1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS 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 LPS.

**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 LPS.

**II. RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

**A. Election Orders, Election Notices, and Canvass.** The LPS 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 LPS of all actions necessary to call the Election. The LPS shall be responsible for conducting the official canvass of the Election.

**B. Map/Annexations.** The LPS 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 LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

**D. Ballot Information.** The LPS shall prepare the text for the LPS'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 LPS 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 LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

**F. Annual Voting Report.** The LPS 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 LPS 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 LPS will be charged a share of the Election costs and an administrative fee in accordance with Texas Election Code Section 31.100 and Chapter 271. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the LPS are set forth in the Cost Estimate included in this contract.

**B. Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS'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 LPS.

**V. TERM AND TERMINATION**

- A. Initial Term.** The initial term of the contract shall commence upon the last LPC'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 LPS 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 LPS 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:

1. The LPS 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 LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. 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 LPS; the Contracting Officer will work with the LPS 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 LPS 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 LPS 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 LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Doinoff  
Elections Administrator - Hays County  
120 Stagecoach Trail  
San Marcos, Texas 78666  
Tel: (512) 393-7310  
Fax: (512) 878-6699  
Email: [janderson@co.hays.tx.us](mailto:janderson@co.hays.tx.us)

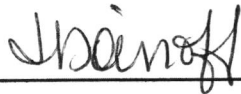
For the LPS:

Name:  
LPS Secretary - LPS  
Address:  
Tel:  
Fax:  
Email:

Witness by my hand this 4 day of Sept, 2025



**Contracting Officer:**



Jennifer Doinoff, Elections Administrator  
Hays County, Texas

Witness by my hand this the 4th day of September 2025.

**Local Political Subdivision:**

Name of Entity: City of Austin

Printed Name: Erika Brady

Official Capacity LPS: City Clerk



City Clerk

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This 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 an election to be held on the election date of November 4, 2025, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Elections Administrator.

***RECITALS***

**WHEREAS** each Participating Authority listed above plans to hold an election on November 4, 2025;

**WHEREAS**, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6300 Voting System, which includes the DS200 and DS300 precinct scanners, 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 Authority's 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 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 an election on November 4, 2025, ("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 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 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.

In the event the boundaries of the Participating Authority have changed since the last election conducted by Williamson County with the Participating Authority, the Participating Authority shall provide the Elections Administrator with a map of the adopted boundary change in a Shapefile (.shp) format, and if possible, include a spreadsheet listing the addresses (street names and address number ranges) included within the Participating Authority's current boundaries. When adopting boundary changes, Participating Authorities are encouraged to conform to whole census block boundaries included in the latest TIGER file published by the United States Census Bureau. This map and district boundary listing provided to the Elections Administrator shall include any of the Participating Authority's districts used to elect members to the governing body as well as the external boundaries of the Participating Authority. By law, this notice and map must be provided to the Elections Administrator not later than 30 days after the date the boundary change is adopted (Sec. 42.0615, Election Code). In any event, this notice and map must be provided not later than 90 days prior to the date of the election contracted, and if the Elections Administrator determines no good faith effort was made by the Participating Authority to provide the notice and map in a timely manner, the Elections Administrator reserves the right to unilaterally withdraw from this Contract or modify the services contracted for at his or her discretion. The Participating Authority recognizes and agrees that failure to provide an accurate boundary map in a timely fashion can make it impossible for the Elections Administrator to provide both in-person early and Election Day voting and early voting by mail services necessary to conduct the contracted election, and the Participating Authority assumes all responsibilities to perform these duties upon failure to deliver the boundary map in accordance with this paragraph.

### 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 Contract 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 incurred by 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 the Texas 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 4, 2025 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 4, 2025 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 4, 2025 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 ensure that all election judges appointed for the 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 for actual time working at a polling place and time spent preparing the polling place prior to the Election 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 Deputy Clerk (\$17 an hour), Clerks (\$15 an hour)  
Election Day – Presiding Judge (\$17 an hour), Alternate Judge (\$15 an hour), Clerk (\$15 an hour)

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 temporary 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 Texas 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.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of Williamson County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the Williamson County, and no election personnel shall be entitled to the rights, privileges, or benefits of Williamson County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the Williamson County, unless considered a county employee as determined by the Williamson County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of a Participating Authority. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of a

Participating Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a Participating Authority employee except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of a Participating Authority, unless considered an employee of the Participating Authority as determined by the governing body of said Participating Authority.

## **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 be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

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 an 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 these ballot details in a format or template requested by the Williamson County 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. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.

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.

Pursuant to Texas Election Code Section 43.007, Early Voting by Personal Appearance and/or the use of Vote Centers on Election Day shall be conducted exclusively on Williamson County's EVS 6300 Voting System. Provisional ballots will be cast on the EVS 6300 Voting System.

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 Texas Election Code.

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

## **VII. EARLY VOTING**

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the 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 Election may vote early by personal appearance at any one of the 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  
Inner Loop Annex  
301 SE Inner Loop, Suite 104  
Georgetown, TX 78626

In accordance with Section 87.121(g) of the Texas Election Code, 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 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 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 Texas 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 the Election shall not take place before November 4, 2025, and no later than November 17, 2025, 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 Texas 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**

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case- by-case basis; provided, however, the Elections Administrator shall administer only the Williamson County portion of the elections held by the Participating Authorities.

#### **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 three (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 such Participating 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 4, 2025, 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 4, 2025, Election agrees that the date of a necessary runoff election shall be held in accordance with the Texas Election Code.

#### **XII. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the 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.

2. 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.
3. 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
  - \$250.00 per Ballot on Demand Laptop and Printer;
  - \$400.00 per DS200/DS300 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 Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Participating Authority is fully liable for any expenses incurred by Williamson County on behalf of Participating Authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with Williamson County by Participating Authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

### **XIV. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the 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 Section 221.014 of the Texas Election Code.

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

#### **XVI. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one 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.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this Contract and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.
9. In the event that any legal action or a recount is filed concerning a Participating Authority's election under any provision of state or federal law, Participating Authority shall choose and provide, at its own expense, legal counsel for Williamson County, and its Elections Administrator or staff if named as a party, witness, or if other discovery or examination of ballots is ordered. Additionally, Participating Authority shall reimburse Williamson County, and its Elections Administrator, the actual costs of any recount or litigation expense and additional election personnel as necessary to complete tasks not otherwise covered under this contract but which are directly related to any recount, contest or other legal action.
10. It is understood that to the extent space is available, that other districts or political subdivisions may wish to participate in the use of Williamson County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political

subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Williamson County by the Participating Authorities

#### **XVII. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the November 4, 2025, Election is \$\_\_\_\_\_ and is based partly on the itemized costs of the November 4, 2025, 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 thirty (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 Participating Authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the Participating Authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Participating Authority the excess amount paid within thirty (30) days after the final costs are calculated.

The Participating Authority agrees that it shall provide ballot details as required in Section VI above to the Elections Office not later than the 69th day (August 29, 2025) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (September 2, 2025) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (September 9, 2025), this contract will be declared null, and void and it will be the responsibility of the political entity to conduct a separate election.

**XVIII. SIGNATURE PAGE**

WITNESS BY MY HAND THIS THE 27<sup>th</sup> DAY OF August 2025.

**ELECTIONS ADMINISTRATOR:**



Bridgette Escobedo, Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE 26<sup>th</sup> DAY OF August 2025.

**PARTICIPATING AUTHORITY:**

Name of Participating Authority:

City of Austin

Printed Name: Enlan Brady

Official Capacity: City Clerk

**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

**ATTACHMENT B**

**Election Day Voting Locations**

# Special Election for Williamson County, TX - Tuesday, November 4, 2025 -- 7:00am to 7:00pm

Elecciones Especial del Condado de Williamson, TX - Martes, 4 de noviembre de 2025

Vote Center	Address	Room	City	Zip Code
Anderson Mill Limited District	11500 El Salido Pkwy.	Room A / B	Austin	78750
Courtyard Austin Lakeline	12833 Ranch Road 620 N.	Cedar Room	Austin	78750
Gateway Church	7104 McNeil Dr.	Main Lobby	Austin	78729
Kelly Reeves Athletic Complex	10211 W. Parmer Ln.	Conference Room	Austin	78717
Harmony School of Endeavor	13415 Ranch Road 620 N.	Gymnasium	Austin	78717
Bethany United Methodist Church	10010 Anderson Mill Rd.	D105 Ministry Center	Austin	78750
Hartfield Performing Arts Center	5800 McNeil Dr.	Lobby	Austin	78729
Rattan Creek Park Community Center	7617 Elkhorn Mountain Trl.	Great Room	Austin	78729
Spicewood Springs Library	8637 Spicewood Springs Rd.	Reading Room	Austin	78759
St. Vincent De Paul Catholic Church	9500 Neenah Ave.	Portable Bldg. 1 & 2	Austin	78717
Pinballz Lake Creek	13729 Research Blvd.	Purple Room	Austin	78750
Bartlett City Hall	140 W. Clark St.	Town Hall	Bartlett	76511
The Springs Healthcare & Rehabilitation	1500 Cottonwood Creek Trl.	Main Lobby	Cedar Park	78613
Unity Recreation Center	820 Old Mill Rd.	Ste 101,102,103	Cedar Park	78613
Cedar Park Recreation Center	1435 Main St.	San Gabriel Room	Cedar Park	78613
ACC Cypress Creek	1555 Cypress Creek Rd.	Room 1102	Cedar Park	78613
Staybridge Suites Cedar Park	1110 Arrow Point Dr.	Boardroom	Cedar Park	78613
LISD Child Nutrition Services	1900 Cougar Country Dr.	Room 203	Cedar Park	78613
Reagan Elementary School	1700 E Park St.	Gymnasium	Cedar Park	78613
Hyatt Place of Cedar Park	1315 E New Hope Dr.	Twin Lakes Meeting Space 1	Cedar Park	78613
Treasure of the Hills Senior Center	408 Ridgewood Dr.	TV/Game Room	Cedar Park	78613
Islamic Center of Brushy Creek	1950 Brushy Creek Rd.	Old White Building	Cedar Park	78613
Austin Sports Center	1420 Toro Grande Blvd.	Large SAQ	Cedar Park	78613
Lakeline Oaks Williamson Travis MUD	1000 Old Mill Rd.	Boardroom	Cedar Park	78613
St Peter's Church of Coupland	108 Walthen St.	Fellowship Hall	Coupland	78615
Florence City Hall	851 FM 970	Council Chambers	Florence	76527
Andice Community Center	6600 FM 970	Main Classroom	Florence	76527
Georgetown Annex	100 Wilco Way	HR108	Georgetown	78626
Carver Center for Families	1200 W 17th St.	Brightwell Room	Georgetown	78626
Georgetown City Hall	808 Martin Luther King Jr St.	Community Room	Georgetown	78626
Georgetown ISD Technology Building	603 Lakeway Dr.	Conference Room	Georgetown	78628
Hammerlun Center for Leadership and Learning	507 E University Ave.	Cafeteria	Georgetown	78626
San Gabriel Masonic Lodge 89	992 N College St.	Dining Area	Georgetown	78633
The Oaks Community Center - Sun City	301 Del Webb Blvd.	Main Room	Georgetown	78633
City of Georgetown Fire Station #6	6700 Williams Dr.	Meeting Room	Georgetown	78633
Wilco Central Maintenance Facility	3151 SE Inner Loop	Training Room	Georgetown	78626
The Delaney at Georgetown Village	359 Village Commons Blvd.	Great Hall	Georgetown	78633
Southwestern University	1001 Southwestern Blvd.	Howry Center	Georgetown	78626
Northstar Georgetown	2401 Westinghouse Rd.	Great Room	Georgetown	78626
Heritage Baptist Church	1601 FM 971	Room 103	Georgetown	78626
Emmaus Church of Georgetown	5060 E Hwy 29	Atrium	Georgetown	78626
Granger City Hall	214 E Davilla St.	Lobby	Granger	76530
Hutto ISD Admin Building	200 College St.	Boardroom	Hutto	78634
New Hope Christian Church	9850 FM 1660	Worship Center	Hutto	78634
Wilco Hutto Annex	321 Ed Schmidt Blvd.	Suite 200	Hutto	78634
Hutto City Hall	500 W Live Oak St.	Council Chambers	Hutto	78634
Jarrell Memorial Park Community Center	1651 CR 305	Community Center	Jarrell	76537
Sonterra MUD	510 Sonterra Blvd.	Clubhouse	Jarrell	76537
Cool Water MUD Clubhouse	401 Fighting Seabees Run	Clubhouse	Jarrell	76537
Larkspur Elementary School	424 Rusk Bluff Ave.	Gymnasium	Leander	78641
Tarvin Elementary School	1280 Logan Del Way	Gymnasium	Leander	78641
Danielson Middle School	1081 Collaborative Way	1203 Lecture Hall	Leander	78641
Wilco Parks & Recreation	219 Perry Mayfield Blvd	Meeting Room	Leander	78641
Pat Bryson Municipal Hall	201 N Brushy St.	Council Chambers	Leander	78641
Stiles Middle School	3250 Barley Rd.	Gymnasium	Leander	78641
Park at Crystal Falls	7860 183A Toll Rd.	Clubhouse, Phase Two	Leander	78641
First Baptist Church Leander	10000 FM 2243	Gymnasium	Leander	78641
ACC San Gabriel	449 San Gabriel Campus Dr.	Multi-purpose Room	Leander	78641
Santa Rita Ranch	175 Elizabeth Park Blvd.	Great Room	Liberty Hill	78642
Liberty Hill High School	16500 W SH 29	Auditorium Lobby	Liberty Hill	78642
Liberty Hill ISD Gym Annex	301 Forest St.	Gymnasium	Liberty Hill	78642
Brushy Creek MUD Community Center	16318 Great Oaks Dr	Maple Room	Round Rock	78681
Round Rock Presbyterian Church	4010 Sam Bass Rd.	Fellowship Hall	Round Rock	78681
Fern Bluff MUD Community Center	7320 Wyoming Springs Dr.	Canyon Room	Round Rock	78681
Round Rock Sports Center	2400 Chisholm Trl.	Tournament Room	Round Rock	78681
Palm Valley Lutheran Church	2500 E Palm Valley Blvd.	Back Porch Bldg.	Round Rock	78665
Wilco Jester Annex	1801 E Old Settlers Blvd.	Anderson & Harrell Rooms	Round Rock	78664
Allen R Baca Center	301 W Baqdad Ave.	Building 2, Meeting Room 3	Round Rock	78664
Radiant Church	1205 Round Rock Ave Ste 109	The Living Room	Round Rock	78664
Cedar Ridge High School Auditorium	2801 Gattis School Rd.	Auditorium Lobby	Round Rock	78664
Faith Baptist Church of Round Rock	3625 Gattis School Rd.	Meeting Room	Round Rock	78664
Texas State University Round Rock	1555 University Blvd	Avery Bldg. Room 256	Round Rock	78665
Sleep Inn & Suites	1980 S IH 35	Meeting Room	Round Rock	78681
South University	1220 W Louis Henna Blvd.	Room 110	Round Rock	78681
Taylor ISD Event Center	3101 N Main St.	Event Center	Taylor	76574
Taylor City Hall	400 Porter St.	Auditorium	Taylor	76574
St John Lutheran Church	409 S Main St.	Education Center	Thrall	76578
Walburg Community Center	4000 FM 972	Main Room	Walburg	78626
Community Bible Church of Weir	315 FM 1105	Fellowship Hall	Weir	78626

Registered voters may vote at any location listed.  
Los votantes registrados pueden votar en cualquier lugar que se indique aquí.

Wait time estimates available at  
Estimado tiempo de espera disponible en wilco.tx.gov/elections  
subject to change sujeto a cambio



## **Special Election - November 4, 2025**

*elección especial - 4 noviembre de 2025 - Calendario de votación*

### **Dates and Times for Early Voting Locations**

*Fechas y horarios para centros de votación con boleta limitada*

**Monday, October 20, 2025 - Saturday, October 25, 2025 (8:00AM - 6:00PM)**

*lunes, 20 de octubre de 2025 - sábado, 25 de octubre de 2025*

**Sunday, October 26, 2025 (12:00PM - 6:00PM)**

*domingo, 26 de octubre de 2025*

**Monday, October 27, 2025 - Friday, October 31, 2025 (7:00AM - 7:00PM)**

*lunes, 27 de octubre de 2025 - viernes, 31 de octubre de 2025*

### **Main Location and Limited Ballot Voting - Ubicación principal/Local de votación limitada**

**Georgetown:** Georgetown Annex, HR Room 108, 100 Wilco Way, 78626

### **Branch Locations - Ubicaciones de las sucursales**

**Austin:** Spicewood Springs Library, Periodical Reading Room, 8637 Spicewood Springs Rd., 78759

**Austin:** Anderson Mill Limited District, Room A/B, 11500 El Salido Pkwy., 78750

**Austin:** Hartfield Performing Arts Center, PAC Lobby, 5800 McNeil Dr., 78729

**Cedar Park:** Lakeline Oaks, Community Room, 1000 Old Mill Rd., 78613

**Cedar Park:** Staybridge Suites Cedar Park, Boardroom, 1110 Arrow Point Dr., 78613

**Cedar Park:** Cedar Park Recreation Center, Community Room, 1435 Main St., 78613

**Florence:** Florence City Hall, Council Chambers, 851 FM 970, 76527

**Georgetown:** Georgetown ISD Technology Bldg., Conference Room, 603 Lakeway Dr., 78628

**Georgetown:** The Oaks Community Center - Sun City, Main Room, 301 Del Webb Blvd., 78633

**Georgetown:** Georgetown City Hall, Community Room, 808 Martin Luther King Jr St., 78626

**Georgetown:** Hammerlun Center, Cafeteria, 507 E University Ave., 78626

**Georgetown:** Fire Station 6, Community Room, 6700 Williams Dr., 78633

**Hutto:** Hutto City Hall, Council Chambers, 500 W Live Oak St., 78634

**Jarrell:** Sonterra HOA Pool & Clubhouse, 510 Sonterra Blvd., 76537

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

**Liberty Hill:** Liberty Hill ISD Gym Annex, Gymnasium, 301 Forrest St., 78642

**Round Rock:** Allen R Baca Senior Center, Bldg. 2, Meeting Room 3, 301 W Bagdad Ave., 78664

**Round Rock:** Wilco Jester Annex, Anderson & Harrell Room, 1801 E Old Settlers Blvd., 78664

**Round Rock:** Brushy Creek MUD Community Center, Maple Room, 16318 Great Oaks Dr., 78681

**Taylor:** Taylor City Hall, Auditorium, 400 Porter St., 76574

### **Registered voters of Williamson County may vote at any location listed**

*Los votantes registrados de Williamson County pueden votar en cualquier lugar que se indique aquí*

**Wait time estimates available at [wilcotx.gov/elections](http://wilcotx.gov/elections)**

*Estimado tiempo de espera disponible en [wilcotx.gov/elections](http://wilcotx.gov/elections)*

**Subject to change**

*Sujeto a cambio*

## ATTACHMENT C

### Early Voting Schedule with Voting Locations

**Early Voting by personal appearance will be conducted beginning on Monday, October 20, 2025, and ending on Friday, October 31, 2025, at:**

*(La votación anticipada por presentación personal se llevará a cabo a partir del martes 20 de octubre de 2025 y finalizará el viernes 31 de octubre de 2025 en:)*

**Main Location:**

*(ubicación principal)*

Georgetown Annex, HR 108, 100 Wilco Way, Georgetown, TX 78626

**Dates and Times for Full-Time Locations:**

*(Fechas y horarios para las localidades de tiempo completo)*

Monday, October 20, 2025, through Saturday, October 25, 2025  
*(martes, 20 de octubre de 2025 -sábado, 25 de octubre de 2025)*

8:00am-6:00pm

8:00am-6:00pm

Sunday, October 26, 2025  
*(domingo, 26 de octubre de 2025)*

12:00pm-6:00pm

12:00pm-6:00pm

Monday, October 27, 2025 through Friday, October 31, 2025  
*(lunes, 27 de octubre de 2025 -viernes, 31 de octubre de 2025)*

7:00am-7:00pm

7:00am-7:00pm