

ORDER CALLING RUNOFF ELECTION WITH EXHIBITS

WHEREAS, the Board of Trustees (the "Board") of the Austin Independent School District ("AISD") called a General Election to be held on November 5, 2024, for trustees to fill vacancies on the Board of the District, including for Single-member Trustee Districts two (2), three (3), and five (5) and At-large Position eight (8); and,

WHEREAS, the Board has canvassed the results of the General Election and determined that no candidate secured a majority of the votes in the General Election for At-Large Position Eight (8); and,

WHEREAS, pursuant to Chapter 2 of the Texas Election Code, the Board has the authority to order a runoff election ("Runoff Election") to be held on December 14, 2024 at which the candidates who received the highest and second highest number of votes in the General Election for At-large Position Eight (8) shall be the candidates for that position; and,

WHEREAS, the Board has authority pursuant to Chapter 271, Texas Election Code and Chapter 791 of the Texas Government Code to hold a joint election with other political subdivisions also holding runoff elections on the same date; and,

WHEREAS, AISD has a contract for election services with Travis County, Texas entered into pursuant to Chapter 31, Texas Election Code under which the Election is to be conducted; and,

WHEREAS, the Board has authority pursuant to the Texas Election Code, to establish and approve election day polling places and the early voting dates, times and locations.

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF THE AUSTIN INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Call of Runoff Election: Date: Eligible Electors: and Hours. An election (the "Runoff Election") shall be held on Saturday, December 14, 2024, which is more than 20 and less than 45 days from the date of the canvass of the election results of the November 5, 2024 General Election within the entire territory of AISD for trustees to fill At-large Position Eight (8), at which all resident, qualified electors of AISD shall be entitled to vote for candidates for that school board trustee position. The Board hereby finds that holding the Runoff Election on December 14, 2024, is in the public interest. The hours during which the polling places are to be open at the Runoff Election shall be from 7 a.m. to 7 p.m.

Section 2. Conduct of Election, Election Services Agreement, and Appointment of Election Officer. The Runoff Election shall be conducted by election officers, in accordance with the Texas Education Code, the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America. An electronic voting system, as defined and described in Title 8 of the Texas Election Code, shall be utilized for the Runoff Election.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that this Runoff

Election be conducted under the terms and conditions of an Election Services Agreement between Travis County and the District.

Pursuant to Chapter 271 of the Texas Election Code, the Board orders that this Runoff Election be conducted under the terms and conditions of an Agreement to Conduct Joint Elections, attached as “Exhibit A” and the Election Agreement Between Travis County and Austin Independent School District, attached as “Exhibit B” which were previously approved by the Board. Chapter 271 of the Texas Election Code provides that the authorities of two more political subdivision that have ordered election for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Board is expressly authorizing this action.

Section 3. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Travis County Election Precincts, that are wholly or partially within the territorial boundaries of AISD, are hereby designated as the voting precincts of AISD for the Runoff Election. The precinct numbers for AISD's election precincts shall be the corresponding Travis County Election Precinct Number for each precinct. The Runoff Election Day Polling Places are designated on the list attached as “Exhibit “C” to this Order as if fully set out herein. The Runoff Early Voting Polling Places are designated on the list attached as “Exhibit D.”

Section 4. Early Voting. The Board appoints Edna Butts as AISD's Regular Early Voting Clerk.

Early Voting by Personal Appearance

To conform to the time available between canvassing the General Election, and programming equipment for the Runoff Election, pursuant to the Board’s authority under Section 85.001(d) of the Texas Election Code, the period for early voting by personal appearance shall be conducted December 2, 2024 through December 10, 2024. Early voting by personal appearance shall be at the dates, times and locations as set out in Exhibit “D” attached to this order as if fully set out herein.

Early Voting by Mail

Ballot applications shall be addressed to AISD's Regular Early Voting Clerk at the address indicated immediately below.

Early Voting Clerk – Runoff Trustee Elections
Travis County Clerk
P.O. Box 149325
Austin, Texas 78714-9325

The Regular Early Voting Clerk for AISD shall collect all applications for ballots received by AISD during the period allowed by the Texas Election Code and shall deliver all such applications to the Joint Early Voting Clerk as directed under the Joint Election Agreement.

Section 5. Delivery of Voted Ballots; Counting. In accordance with the requirements of the Texas Election Code, after the close of voting on Runoff Election Day, the presiding election judges for each respective precinct shall deliver the ballot boxes for their respective precinct to the Central Counting Station. The early voting ballot board, at a time and in the manner permitted

under the Texas Election Code, shall deliver the early voting ballots to the Central Counting Station.

Section 6. Canvassing of Returns: Declaring Results. The Joint Election Officer, as AISD's designated election officer under the Joint Election Agreement, shall make a written return of the Runoff Election's results to AISD in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Runoff Election.

Section 7. Notice of Runoff Election. Notice of the Runoff Election, shall be published within AISD's territory as required by law.

Section 8. Authorization to Execute. The President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Runoff Election.

Section 9. Effective Date. This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED 21st day of November, 2024.

Arati Singh
President, Board of Trustees

ATTEST:

Lynn Boswell
Secretary, Board of Trustees

[SEAL]

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN INDEPENDENT SCHOOL DISTRICT

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

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.

- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.

- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) Edna Ramón Butts will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Edna Ramón Butts will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Edna Ramón Butts will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated Edna Ramón Butts as the Participating Entity's representative for sending and receiving e-mail communications under

Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: edna.butts@austinisd.org.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

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

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

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

PARTICIPATING ENTITY

Edna Ramón Butts
Director, Intergovernmental Relations & Policy Oversight
4000 S. IH-35 Frontage Road
Austin, TX 78704

TRAVIS COUNTY

Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222 Austin,
Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

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

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

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

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

Participating Entity
Edna Ramón Butts
Director, Intergovernmental Relations & Policy Oversight
4000 S. IH-35 Frontage Road
Austin, TX 78704

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

PARTICIPATING ENTITY

BY: _____
Arati Singh
President, Austin ISD Board of Trustees

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____



Travis County Election Day Locations - December 14, 2024
Centros de Votación del Condado de Travis - 14 de diciembre de 2024
Polls are open 7am - 7pm - Las urnas están abiertas 7am - 7pm

EXHIBIT C

Dyana Limon-Mercado County Clerk - Secretaria del Condado
 (512) 238-VOTE (8683) votetravis.gov



VOTE CENTER CENTRO DE VOTACION	ROOM	ADDRESS DIRECCIÓN	CITY CIUDAD	ZIP CÓDIGO POSTAL	
Manor ISD Admin Building	Technology Room	10335 Hwy 290	Manor	78653	
Austin City Hall	Media Room #1034	301 W 2nd St	Austin	78701	
Austin Recreation Center	Dance Studio	1301 Shoal Creek Blvd	Austin	78701	
Anita Ferrales Coy Facility	Former Library Media Center	745 Mansell Ave	Austin	78702	
Cantu Pan Am Recreation Center	Gym	2100 E 3rd St	Austin	78702	
Carver Branch Library	Meeting Room 1	1161 Angelina St	Austin	78702	
O Henry Middle School	Gym	2610 W 10th St	Austin	78703	
South Austin Recreation Center	Lobby	1100 Cumberland Rd	Austin	78704	
South Austin Senior Activity Center	Clubroom	3911 Menchaca Rd	Austin	78704	
UT Texas Union	Room 2.214	2308 Whitis Ave	Austin	78712	
Givens Recreation Center	Game Room	3811 E 12th St	Austin	78721	
Genesis Presbyterian Church	Fellowship Hall	1507 Wilshire Blvd	Austin	78722	
Austin Energy Headquarters	Capital Training Room	4815 Mueller Blvd	Austin	78723	
East Nineteenth St Baptist Church	Fellowship Hall	3401 Rogge Ln	Austin	78723	
YMCA East Communities Y	Lobby	5315 Ed Bluestein Blvd	Austin	78723	
Delco Center	Meeting Room	4601 Pecan Brook Dr	Austin	78724	
Turner Roberts Recreation Center	Arts and Crafts Room	7201 Colony Loop Dr	Austin	78724	
Davis Elementary School	Portables 9 & 10	5214 Duval Rd	Austin	78727	
Milwood Branch Library	Meeting Room	12500 Amherst Dr	Austin	78727	
Community Center at Oak Hill	Community Room	8656 State Hwy 71	Austin	78735	
Oak Hill Fire Dept No 302	Community Room	4111 Barton Creek Blvd	Austin	78735	
Mt Olive Lutheran Church	Fellowship Hall	10408 US-290	Austin	78736	
Bear Creek Elementary School	Art Room	12801 Escarpment Blvd	Austin	78739	
Dan Ruiz Branch Library	Meeting Room 1	1600 Grove Blvd	Austin	78741	
George Morales Dove Springs Rec Center	Dance Studio	5801 Ainez Dr	Austin	78744	
Josephine Houston Elementary School	Cafetorium	5409 Ponciana Dr	Austin	78744	

VOTE CENTER CENTRO DE VOTACION	ROOM	ADDRESS DIRECCIÓN	CITY CIUDAD	ZIP CÓDIGO POSTAL	
Bedichek Middle School	Gym Hallway	6800 Bill Hughes Rd	Austin	78745	
Menchaca Road Branch Public Library	Meeting Room	5500 Menchaca Rd	Austin	78745	
Blazier Intermediate	Community Room	8801 Vertex Blvd	Austin	78747	
St Albans Episcopal Church	Assembly Room	11819 IH 35 S	Austin	78747	
Randalls Brodie	Café	9911 Brodie Ln	Austin	78748	
upRising Austin	Worship Center	8601 S 1st St	Austin	78748	
Villages of Shady Hollow Amenity Center	Amenity Center	12006 Gatling Gun Ln	Austin	78748	
Austin Oaks Church	Family Life Foyer	4220 Monterey Oaks Blvd	Austin	78749	
Boone Elementary School	Cafetorium	8101 Croftwood Dr	Austin	78749	
Mills Elementary School	Multi Purpose Room	6201 Davis Ln	Austin	78749	
Lakewood HOA	Community Room	7317 Lakewood Dr	Austin	78750	
Baker Center Alamo Drafthouse	Cafetorium	3908 Avenue B	Austin	78751	
Winters Building	Main Lobby	701 W 51st St	Austin	78751	
Austin Permitting and Development Center	Room #1407	6310 Wilhelmina Delco Dr	Austin	78752	
TA Brown Elementary School	Community Room	7801 Guadalupe St	Austin	78752	
Connally High School	Large Gym Foyer	13212 N Lamar Blvd	Austin	78753	
Gus Garcia Recreation Center	Senior Room	1201 E Rundberg Ln	Austin	78753	
Yarborough Branch Library	Meeting Room	2200 Hancock Dr	Austin	78756	
Ben Hur Shrine Center	Blue Room	7811 Rockwood Ln	Austin	78757	
Grace + Peace Austin	Gym	6301 Woodrow Ave	Austin	78757	
Northwest Recreation Center	Multi-purpose Room	2913 Northland Dr	Austin	78757	
Grant AME Worship Center	Leon Thomas Annex	1701 Kramer Ln	Austin	78758	
Jaime Padron Elementary School	Music Room	2011 W Rundberg Ln	Austin	78758	
Balcones Woods Shopping Center	Suite 102	11150 Research Blvd	Austin	78759	
Shops at Arbor Walk	Suite A150	10515 North Mopac Expy	Austin	78759	
St Matthews Episcopal Church	Huffman Hall	8134 Mesa Dr	Austin	78759	

11/15/2024 1:30pm



Sites with a bus icon are 5 min or less walking distance from a CapMetro bus stop.
Los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de CapMetro.

*Subject to change. To verify, please go to the Travis County Elections website
 *Sujeto a cambios. Para verificar, visite el sitio web de Elecciones del Condado de Travis

Travis County Early Voting Locations

December 14, 2024

Sitios de Votación Adelantada del Condado de Travis

14 de diciembre de 2024



Early Voting begins Monday, December 2, 2024 and ends on Tuesday, December 10, 2024

La Votación Adelantada comienza el lunes, 2 de diciembre de 2024 y termina el martes, 10 de diciembre de 2024

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm)

Lunes—Sábado (7am - 7pm), Domingo (mediodía - 6pm)

Austin City Hall	301 W 2nd St	Media Room #1034	Austin	78701	
Austin Energy Headquarters	4815 Mueller Blvd	Capital Training Room	Austin	78723	
Austin Oaks Church	4220 Monterey Oaks Blvd	Family Life Foyer	Austin	78749	
Austin Permitting and Development Center	6310 Wilhelmina Delco Dr	Room #1407	Austin	78752	
Austin Recreation Center	1301 Shoal Creek Blvd	Dance Studio	Austin	78701	
Balcones Woods Shopping Center	11150 Research Blvd	Suite 102	Austin	78759	
Ben Hur Shrine Center	7811 Rockwood Ln	Blue Room	Austin	78757	
Carver Branch Library	1161 Angelina St	Meeting Room 1	Austin	78702	
Dan Ruiz Branch Library	1600 Grove Blvd	Meeting Room 1	Austin	78741	
Delco Center	4601 Pecan Brook Dr	Meeting Room	Austin	78724	
George Morales Dove Springs Recreation Center	5801 Ainez Dr	Dance Studio	Austin	78744	
Gus Garcia Recreation Center	1201 E Rundberg Ln	Senior Room	Austin	78753	
Manor ISD Admin Building	10335 Hwy 290	Technology Room	Manor	78653	
Northwest Recreation Center	2913 Northland Dr	Classroom #2	Austin	78757	
Randalls Brodie	9911 Brodie Ln	Café	Austin	78748	
Shops at Arbor Walk	10515 North Mopac Expy	Suite A150	Austin	78759	
South Austin Recreation Center	1100 Cumberland Rd	Lobby	Austin	78704	
Travis County Clerk	5501 Airport Blvd	Early Voting Room	Austin	78751	
upRising Austin	8601 S 1st St	Worship Center	Austin	78748	
UT Texas Union	2308 Whitis Ave	Room 2.214	Austin	78712	



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Dyana Limon-Mercado County Clerk - Secretaria del Condado



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Lugares sujetos a cambios. Para verificar, visite el sitio web de Elecciones del Condado de Travis:

(512) 238-VOTE (8683)

votetravis.gov