

NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting** of the Board of Directors of the Barton Springs/Edwards Aquifer Conservation District will be held in **the District office**, 1124 Regal Row, Austin, TX, on **Thursday, September 13, 2012**, commencing at **6:00 p.m.** for the following purposes, which may be taken in any order at the discretion of the Board:

Note: The Board of Directors of the Barton Springs/Edwards Aquifer Conservation District reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by the Texas Government Code Sections §551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development) 418.183 (Homeland Security). No final action or decision will be made in Executive Session.

1. **Call to Order.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Routine Business.**
 - a. **Consent Agenda.** Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.
 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **NBU**
 2. Approval of minutes from the Board's August 23, 2012, Regular Meeting. **Not available for review at this time**
 3. Approval and setting of new dates for the November 2012 and December 2012 Regular Meetings of the Board. **NBU**
 4. Approval of sponsorship of the Austin Youth River Watch's 20th Anniversary Celebration and selection of the desired sponsorship level within existing FY 2013 budget. **Pg. 8**
 5. Approval of a small, fixed-price contract with former intern Richard Casteel to complete the grant project report titled "Evaluating the Hydrologic Connection of the Blanco River and Barton Springs Using Discharge and Geochemical Data." **Pg. 10**
 - b. **General Manager's Report.** Note: Topics discussed in the General Manager's Report are intended for general administrative and operational information-transfer purposes. The Directors will

not take any action on them in this meeting, unless the topic is specifically listed elsewhere in this as-posted agenda.

1. Standing Topics.

- i. Personnel matters and utilization;
- ii. Upcoming public events of possible interest;
- iii. Aquifer conditions and status of drought indicators.

2. Discussion related to current staff work areas and specific activities of staff teams and directors. Note: Individual topics listed below may be discussed by the Board in this meeting, but no action will be taken unless a topic is specifically posted elsewhere in this agenda as an item for possible action. A Director may request an individual topic that is presented only under this agenda item be placed on the posted agenda of some future meeting for Board discussion and possible action.

- i. Review of recent activities of staff and teams.
- ii. Update on recent permitting and non-drought regulatory activities.

c. Directors' Reports. Note: Board Member comments in this part of the agenda cannot address any aspect of an agenda item posted elsewhere on this agenda, and no substantive discussion among the Board Members or action by the Board on these comments will be allowed in this meeting.

Individual Board Members may, on a voluntary basis, make a brief report to the entire Board on their personal involvement in activities and dialogue that are of likely interest to the rest of the Board, in one or more of the following topical areas:

- Meetings and conferences attended or that will be attended;
- Conversations with public officials, permittees, other stakeholders, and private citizens;
- Kudos and recognition of people doing good things for groundwater management in the District;
- Concerns about specific issues or problems for groundwater management in the District.

4. **Board Discussion and Possible Action.**

- a. Discussion and possible action related to the November 6, 2012, director elections including amending the order calling the general election on November 6, 2012, for Directors of Precinct 1, 3 & 4; approving election services contracts and joint election agreements; approving election day polling places; approving location, dates and times of early voting; and, any other action necessary for the November 6, 2012, general election. **Pg. 15**
- b. Discussion and possible action related to establishing the FY 2013 District goals and objectives and approving the FY 2013 goals and objectives for the General Manager. **NBU**

- c. Discussion and possible action related to planned saline zone investigations and initiatives, including engaging a drilling contractor for minor well rehabilitation and/or sampling. **Pg. 58**
- d. Discussion and possible action related to comments received from TWDB on the proposed revisions to the District Management Plan and authorizing a course of action. **NBU**
- e. Discussion and possible action related to the Austin Court of Appeals decision in *SOS Alliance v. City of Kyle, Goodman et al., and the Barton Springs/Edwards Aquifer Conservation District*. **NBU**

5. Adjournment.

Came to hand and posted on a Bulletin Board in the Courthouse, Travis County, Texas, on this, the _____ day of September, 2012, at _____ .m.

_____, Deputy Clerk

Travis County, TEXAS

Please note:

This agenda and available related documentation have been posted on our website, www.bseacd.org. If you have a special interest in a particular item on this agenda and would like any additional documentation that may be developed for Board consideration, please let staff know at least 24 hours in advance of the Board Meeting so that we can have those copies made for you.

The Barton Springs/Edwards Aquifer Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the District office at 512-282-8441 at least 24 hours in advance if accommodation is needed.

Item 1

Call to Order

Item 2

Citizen Communications

Item 3

Routine Business

a. Consent Agenda

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- 4. Approval of sponsorship of the Austin Youth River Watch's 20th Anniversary Celebration and selection of the desired sponsorship level within existing FY 2013 budget.**
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**Barton Springs
Edwards Aquifer**
CONSERVATION DISTRICT

MEMORANDUM

Date: 9/6/2012

From: Robin Gary, Education & Outreach Team Leader

Through: Kirk Holland, P.G., General Manager

Re: Support of Austin Youth River Watch through Sponsorship of 20th Anniversary Luncheon

I would like to recommend that the District consider sponsoring the Austin Youth River Watch (AYRW) program at the Silver Sponsor (\$1000) level. This year they are holding a first-ever luncheon fundraiser to help raise money to grow and serve more kids in the next three years. Given the District's Education and Outreach collaboration efforts, this is an ideal opportunity to support and encourage an ongoing program that is in line with the District mission. These collaboration efforts and support of like-minded entities are contemplated and included in the Board-approved FY13 Education and Outreach budget.

AYRW is an active Groundwater to the Gulf Partner and has an impressive record of reaching underserved high school students in the Austin area. The AYRW kids have an amazing grasp of local water quality conditions, the influences on those conditions, and their ramifications.

This sponsorship will have a direct beneficial impact on AYRW programs for multiple years and it will help further the District's mission of promoting water quality awareness and protection.

The Sponsorship opportunities and information on the fundraising luncheon follows. Please note that up to six tickets to the luncheon are included for Silver Sponsors.

Austin Youth River Watch's 20th Anniversary Luncheon

American Legion Post 76
November 10th, 2012
11:30 am - 1:00 pm



Tickets

Type	Price	Quantity
Individual Ticket	\$35.00	<input type="text" value="0"/> ▼
Platinum Sponsor <i>10 individual tickets + Maximum recognition & promotion, plus a custom tour or event</i>	\$5,000.00	<input type="text" value="0"/> ▼
Gold Sponsor <i>8 individual tickets + Promotion in all materials + Recognition in news release & during slideshow</i>	\$2,500.00	<input type="text" value="0"/> ▼
Silver Sponsor <i>6 individual tickets + Promotion with logo in materials & via social media</i>	\$1,000.00	<input type="text" value="0"/> ▼
Bronze Sponsor <i>4 individual tickets + Promotion in event materials & signage</i>	\$500.00	<input type="text" value="0"/> ▼
Total		0.00

[Buy Now](#)

Location



American Legion Post 76

404 Atlanta St, Austin, TX 76703, USA

Date and Time

November 10th, 2012
11:30 am - 1:00 pm

[f Share](#) [in Share](#) [Tweeet](#)

**Contractual Agreement for Report Preparation and Completion Services Between
Barton Springs/Edwards Aquifer Conservation District
and
Richard Casteel**

This contract between the Barton Springs/Edwards Aquifer Conservation District (hereinafter "District"), 1124 Regal Row, Austin Texas 78748, 512-282-8441; and Richard Casteel, 506 E. 41st Street, Austin, TX 78751, 864-275-0033, as contractor (hereinafter "Contractor") is made with an effective date of September 1, 2012 and will terminate no later than December 31, 2012, subject to the Term provisions of Section III below.

**Section I
Engagement of Contractor**

The District is a political subdivision of the State and is responsible for the protection, conservation, and management of groundwater within its jurisdictional boundaries in the Austin/Central Texas area. The Contractor is a private individual. The District agrees to engage Contractor to perform certain services under the terms and conditions set forth in this contract, and the Contractor agrees to perform such services under the terms and conditions set forth in this contract.

**Section II
Scope, Compensation and Deliverables**

Scope

The scope of services to be provided by the Contractor is to finalize the report, titled Evaluating the Hydrologic Connection of the Blanco River and Barton Springs Using Discharge and Geochemical Data, which the Contractor has already commenced with. Two milestones will be achieved as part of this scope of services, linked to the completion of the two deliverables identified below.

Compensation

The Contractor will perform the work on a fixed-price basis, and will be paid for accomplishing the two milestones defined in the Scope above. The total contract price will not exceed \$800.00 without the expressed, prior, written agreement of the District. The Contractor will be paid \$500.00 upon completion of the first deliverable, and the remaining \$300.00 will be paid upon completion of the second deliverable.

Deliverables

1. By Friday Oct. 5th (intermediate deliverable): Meet with BSEACD staff and deliver a second draft incorporating or addressing USGS/BSEACD comments then to be circulated among broader technical audience (with digital appendices).
2. Final Draft due Friday November 9th, incorporating or addressing broader technical review comments, and formatted as a BSEACD report.

**Section III
Term**

The Contractor will commence work on or before September 1, 2012, and the tasks will be completed in accordance with the details as set forth in Section II. The period of performance of this Agreement will be four months, unless extended by the written agreement of both parties. While the Contractor is performing, the contract will remain in full force and effect. This contract will terminate when the scope has been completed and payment of the final invoice is made, unless terminated earlier by either party upon 5 days written notice, or extended by mutual assent in writing.

**Section IV
Relationship of Parties**

The parties intend that Contractor, in performing the specified services, will act as an independent contractor and must retain control of the work and manner in which it is performed. The above notwithstanding, Contractor understands that the District is specifically accessing the experience and specialized skills of Mr. Richard Casteel in the performance of these services, and his direct involvement in the work is anticipated. Contractor will be free to contract for similar services to be performed by other employers while Contractor is under contract with the District, provided no conflict of interest exists or arises with the services under this Agreement. Contractor is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, or similar benefits that the District provides its employees. Dr. Brian Smith will be the District's representative for providing technical direction to and liaison with the Contractor.

The parties have executed this agreement in Austin, Texas, on the _____ day of _____, 2012.

Barton Springs/Edwards Aquifer
Conservation District:

Richard Casteel

W F (Kirk) Holland
General Manager

Date

Richard Casteel

Date

Attest:

Approved as to Form:

Craig Smith
Board Secretary

Date

William D. Dugat, III
Counsel

Date

Item 3

Routine Business

b. General Manager's Report. Note: Topics discussed in the General Manager's Report are intended for administrative and operational information-transfer purposes. The Directors will not deliberate any issues arising from such discussions and no decisions on them will be taken in this meeting, unless the topic is specifically listed elsewhere in this as-posted agenda.

1. Standing Topics.

- i. Personnel matters and utilization;**
- ii. Upcoming public events of possible interest;**
- iii. Aquifer conditions and status of drought indicators.**

2. Special Discussion Topics, related to current staff work areas and specific activities of staff teams and directors. Note: Individual topics listed below may be discussed by the Board in this meeting, but no action will be taken unless a topic is specifically posted elsewhere in this agenda as an item for possible action. A Director may request an individual topic that is presented only under this agenda item be placed on the posted agenda of some future meeting for Board discussion and possible action.

- i. Review of recent activities of staff and teams.**
- ii. Update on recent permitting and non-drought regulatory activities.**

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c. Directors' Reports. Note: Board Member comments in this part of the agenda cannot address any aspect of an agenda item posted elsewhere on this agenda, and no substantive discussion among the Board Members or action by the Board on these comments will be allowed in this meeting.

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- **Meetings and conferences attended or that will be attended;**
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- **Kudos and recognition of people doing good things for groundwater management in the District;**
- **Concerns about specific issues or problems for groundwater management in the District.**

Item 4

Board discussions and possible actions

- a. Discussion and possible action related to the November 6, 2012, director elections including amending the order calling the general election on November 6, 2012, for Directors of Precinct 1, 3 & 4; approving election services contracts and joint election agreements; approving election day polling places; approving location, dates and times of early voting; and, any other action necessary for the November 6, 2012, general election.**

**ORDER APPROVING ELECTION SERVICES AGREEMENTS; ESTABLISHING
DATES, TIMES AND LOCATIONS FOR EARLY VOTING BY PERSONAL
APPEARANCE; APPROVING JOINT ELECTION AGREEMENTS; AND APPROVING
ELECTION DAY POLLING PLACE LOCATIONS**

WHEREAS, on June 28, 2012, the Board ordered a general election to be held on November 6, 2012, to allow voters to elect directors to fill the terms of Single-member precinct positions one (1), three (3) and four (4); and,

WHEREAS, the Board also has the authority pursuant to Chapter 31, Texas Election Code, to enter into election service contracts with Travis, Hays and Caldwell Counties; and

WHEREAS, the Board is required and authorized to approve dates, times and locations for early voting; and

WHEREAS, the District has contracted for a joint election and for the election to be held under an election services contract with Hays and Caldwell Counties; and

WHEREAS, the Board is required by the Texas Election Code to designate the election day polling places for this Election; and

WHEREAS, the Board also has the authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with other governing entities, which are political subdivisions also holding a general election on the same date.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT THAT:

Section 1. Early Voting. The Board hereby establishes the Early Voting Polling Places as set forth on the attached Exhibit A which is incorporated herein by reference. Early voting by personal appearance shall be conducted at each Early Voting Polling Places on the dates and at the times set forth in Exhibit "A" during the period from October 22 through November 2, 2012.

Section 2. Election Day Polling Places. The election day polling places as set forth on the attached Exhibit "B" which is incorporated herein by reference as if fully set out in the body of this Order are established and hereby adopted for the November 6, 2012 General Election of the District. The Counties and their designees are directed to provide suitable notice of the election change to apprise the voters of the affected precincts and the District will submit any changes to the Department of Justice for preclearance at the earliest opportunity.

Section 3. Joint Election Agreements and Election Service Contract. Pursuant to Chapter 271 of the Texas Election Code, the Board orders that this Election be conducted under the terms and conditions of an Agreement to Conduct Joint Elections between participating subdivisions located within the Counties that are holding elections on November 6, 2012. Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in elections precincts that can be served by common polling places, and the Board is expressly authorizing this action.

Pursuant to Chapter 31 and Chapter 271 of the Texas Election Code, the Board orders that the Contract for Election Services which also provides for joint election with Caldwell County be approved in the forms attached as Exhibit "C" attached hereto and incorporated by reference as if fully set out in the body of this Order.

Pursuant to Chapter 31 and Chapter 271 of the Texas Election Code, the Board orders that the Contract for Election Services which also provides for joint election with Hays County be approved in the forms attached as Exhibit "D" attached hereto and incorporated by reference as if fully set out in the body of this Order.

Pursuant to Chapter 31 of the Texas Election Code, the Board orders that this Election be conducted under the terms and conditions of Election Service Contract with Travis County. The contract is attached as Exhibit "E" attached hereto and incorporated by reference as if fully set out in the body of this Order.

Section 4. Preamble Incorporation. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 5. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 6. Authorization to Execute. The Presiding Officer 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 Election.

Section 7. Effective Date. This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED this 13th day of September, 2012.

Gary Franklin
Vice President, Board of Directors

ATTEST:

Craig Smith
Secretary, Board of Directors

(SEAL)

APPROVED TO FORM:

William D. Dugat, III

EXHIBIT "A"

Election Day Polling Places

County	Precinct #	Name	Location
TRAVIS	302	Bailey Middle School	4020 Lost Oasis Hollow Austin, Texas
	304	Kiker Elementary School	5913 LaCrosse Avenue Austin, Texas
	309	Southwest Christian Church	10500 Old Manchaca Road Austin, Texas
	310	Manchaca United Methodist Church	1011 FM 162 Manchaca, Texas
	315	Villages Amenities Center	12006 Gatling Gun Lane Austin, Texas
	350	Cowan Elementary School	2817 Kentish Drive Austin, Texas
	360	Bowie High School	4103 West Slaughter Lane Austin, Texas
	367	Clayton Elementary School	7525 LaCrosse Avenue Austin, , Texas
	402	Elroy Community Library	13512 FM 812 Austin, Texas
	403	Creedmoor Elementary	School 5604 FM 1327 Austin, Texas
	404	Blazier Elementary School	8601 Vertex Blvd. Austin, Texas
	405	Ojeda Middle School	4900 McKinney Falls Pkwy. Austin, Texas
	406	St. Alban's Episcopal Church	11819 IH 35 South Austin, Texas
	408	Combined @ Precinct 435 with Southwest Church	8900 Manchaca Road Austin, Texas
	409	Galindo Elementary School	3600 South 2 nd Street Austin, Texas
	410	Science & Health Resource Center (Formerly Pleasant Hill Elementary School)	305 North Bluff Drive Austin, Texas
	411	Combined @ Precinct 416 with Akins High School	10701 S. First Street Austin, Texas
	413 (No Voters)	Combined @ Precinct 448 with Langford Elementary	2206 Blue Meadow Drive Austin, Texas

	414	Texas Oaks Baptist Church	9910 Bilbrook Place Austin, Texas
	415	Casey Elementary School	9400 Texas Oaks Drive Austin, Texas
	416	Akins High School	10701 South First Street Austin, Texas
	417	Combined @ Precinct 406 with St. Alban's Episcopal Church	11819 IH 35 South Austin, Texas
	418	Combined @ Precinct 448 with Langford Elementary School	2206 Blue Meadow Drive Austin, Texas
	419	Combined @ Precinct 447 with Odom Elementary School	1010 Turtle Creek Blvd. Austin, Texas
	424	South Austin Recreation Center	1100 Cumberland Road Austin, Texas
	425	Combined @ Precinct 446 with St. Elmo Elementary	600 West St. Elmo Road Austin, Texas
	430	Combined @ Precinct 461 with Ann Richards School (Portable A)	2206 Prather Lane Austin, Texas
	435	Southwest Church of Christ	8900 Manchaca Road Austin, Texas
	441	St. John's Lutheran Church	409 West Ben White Blvd. Austin, Texas
	446	St. Elmo Elementary School	600 West St. Elmo Austin, Texas
	447	Odom Elementary School	1010 Turtle Creek Austin, Texas
	451	Bedichek Middle School	6800 Bill Hughes Road Austin, Texas
	460	ACC South Austin Campus	1820 Stassney Lane Austin, Texas
	461	Ann Richards School (Portable A)	2206 Prather Lane Austin, Texas
	463	Williams Elementary School	500 Mairo Austin, Texas
HAYS	125	Chapa Middle School	3311 Dacy Lane Kyle, Texas
	127	Tobias Elementary School	1005 E FM 150

			Kyle, Texas
	129	City of Kyle Fire Station #2	150 Bunton Road Kyle, Texas
	221	Performing Arts Center	979 Kohlers Crossing Kyle, Texas
	224	Buda City Hall	121 N. Main Street Buda, Texas
	225	Hays High School	4800 Jack C Hays Trail Buda, Texas
	226	Hays Hills Baptist Church	1401 N. FM 1626 Buda, Texas
	228	Tom Green Elementary School	1391 Old Goforth Road Buda, Texas
	229	County Line Water Supply	131 S. El Camino Real Uhland, Texas
	230	Southern Hills Church of Christ	3740 Ranch Road 967 Buda, Texas
	232	Southern Hills Church of Christ	3740 Ranch Road 967 Buda, Texas
	234	Goforth Water Supply	8900 Niederwald Strasse Niederwald, Texas
	236	Southern Hills Church of Christ	3740 Ranch Road 967 Buda, Texas
	238	Southern Hills Church of Christ	3740 Ranch Road 967 Buda, Texas
	442	Friendship Creekside Fellowship	14455 FM 1826 Austin, Texas
CALDWELL	303	Trinity United Church Annex	13700 HWY 183 South Niederwald, Texas
	306	Mustang Ridge Travel Center	13700 Hwy 183 Mustang Ridge, Texas
	404	Lytton Springs Chisholm Trail Fire and Rescue	9839 FM 1854 Dale, Texas

EXHIBIT "B"

October 22, 2012 – November 2, 2012

TRAVIS COUNTY

<p>MAIN: (Principal:) Travis County Airport Blvd Offices 5501 Airport Boulevard (Main) Hours : October 22, 2012 – October 30, 2012; Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm October 31, 2012 – November 2, 2012; 7 am – 9 pm (Horas: 22 de octubre de 2012 – 30 de octubre de 2012; Lunes – Sab 7 am – 7 pm, Dom Mediodia – 6 pm 31 de octubre de 2012 – 2 de noviembre de 2012, 7 am – 9 pm)</p>	
<p>BRANCH: (sucursal:)</p>	
<p>CENTRAL/CENTRAL</p>	<p>EAST/ESTE</p>
<p>Fiesta Mart Central 3909 North IH-35 @ Delwood Shopping Center Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>	<p>Parque Zaragoza Recreation Center 2608 Gonzales Street @ East 7th Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>
<p>University of Texas Flawn Academic Center (Lobby) 2400 Inner Campus Dr. on the West Mall Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>	<p>Dottie Jordan Recreation Center 2803 Loyola Lane Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>
<p>Howson Public Library 2500 Exposition Boulevard Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>	<p>Carver Library and Museum Complex 1161 Angelina Street Mon. – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>
<p>NORTH/NORTE</p>	<p>SOUTHEAST/SURESTE</p>
<p>Ben Hur Shriners Hall 7811 Rockwood Lane Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>	<p>Dan Ruiz Public Library 1600 Grove Blvd Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>
<p>Round Rock ISD Performing Arts Center 5800 McNeil Drive Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>	<p>Fiesta Mart Stassney 5510 S. IH-35 @ Stassney Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>
<p>NORTHEAST/NORESTE</p>	<p>SOUTHWEST/SUROESTE</p>
<p>County Tax Office, Pflugerville (Community Room) 15822 Foothill Farms Loop Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm</p>	<p>Randalls South Mopac 6600 South Mopac @ William Cannon Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)</p>

(Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	
Goodwill Industries 1015 Norwood Park Blvd. Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	Randalls Brodie 9911 Brodie Lane @ Slaughter Lane Mon. – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)
NORTHWEST/NOROESTE Randalls Research 10900-D Research Boulevard @ Braker Ln Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	WEST/OESTE Flagship Randalls at Westlake Hills 3300 Bee Caves Road Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)
Randalls Steiner Ranch 5145 RM620 North @ Steiner Ranch Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	Randalls Lakeway 2303 RR 620 South Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)
SOUTH/SUR HEB South Congress 2400 South Congress Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	
Randalls Ben White 2025 West Ben White @ Manchaca Mon – Sat 7 am – 7 pm, Sun Noon – 6 pm (Lunes-Sab 7 am – 7 pm, Dom Mediodia – 6 pm)	

Day & Date	Location	Time
Monday, October 22 <i>Lunes, 22 de octubre</i>	ACC Rio Grande Campus 1212 Rio Grande Street, Austin	8 am – 7 pm
	Sam Houston Building 201 East 14 th Street, Austin	8 am – 5 pm
	Manor ISD Administration 10335 Hwy 290 East, Manor,	8 am – 6 pm
	Travis Building 1701 N. Congress Avenue, Austin	8 am – 5 pm
	Southeast Branch Library 5803 Nuckols Crossing, Austin	11 am – 7 pm
Tuesday, October 23 <i>Martes, 23 de octubre</i>	ACC Riverside Campus 1020 Grove Boulevard, Austin	8 am – 7 pm
	Concordia University 11400 Concordia University Drive, Austin	9 am – 6 pm
	Del Valle ISD Administration 5301 Ross Road, Del Valle	9 am – 6 pm
	Dell Children's Medical Center 4900 Mueller Boulevard, Austin	9 am – 6 pm
	Lakeside Senior Center 85 Trinity, Austin	8 am – 10 am

	Lyons Gate 2720 Lyons Road, Austin	Noon – 2 pm
	RBJ Residential Tower 21 Waller Street, Austin	4 pm – 6 pm
Wednesday, October 24 <i>Miércoles, 24 de octubre</i>	ACC South Austin Campus 1820 West Stassney Lane, Austin	8 am – 7 pm
	Stephen F. Austin Building 1700 N. Congress Ave., Austin	8 am – 5 pm
	Lago Vista City Hall 5803 Thunderbird Square, Lago Vista	9 am – 6 pm
	Heartland Health Care Center 11406 Rustic Rock Drive, Austin	9 am – 11 am
	Deer Creek Elementary School 2420 Zeppelin Drive, Cedar Park	1 pm – 3 pm
	Emeritus at Spicewood Springs 4401 Spicewood Springs, Austin	5 pm – 7 pm
	Heatherwilde Assisted Living 401 South Heatherwilde, Pflugerville,	8 am – 10 am
	Cambridge Villas Senior Apartments 15711 Dessau Road, Pflugerville	Noon – 2 pm
	Conservatory at Wells Branch 14320 Tandem Boulevard, Austin	4 pm – 6pm
Thursday, October 25 <i>Jueves, 25 de octubre</i>	ACC Eastview Campus 3401 Webberville Road, Austin	8 am – 7 pm
	Austin City Hall 301 West 2 nd Street (Media Room), Austin	8 am – 5 pm
	Austin Area Urban League 8011 Cameron Road, Suite 100, Austin	8 am – 5 pm
	University Medical Center at Brackenridge 601 East 15 th Street, Austin	9 am – 6pm
	Central Services Building 1711 San Jacinto Blvd., Austin	8 am – 5 pm
Friday, October 26 <i>Viernes, 26 de octubre</i>	ACC Northridge Campus 11928 Stonehollow Drive, Austin	8 am – 7 pm
	LBJ Building 111 East 17 th Street, Austin	8 am – 5 pm
	Lago Vista City Hall 5803 Thunderbird Square, Lago Vista	9 am – 6 pm

	Summit at Lakeway 1917 Lohmans Crossing Road, Lakeway	8 am – 10 am
	Summit at West Lake Hills 1034 Liberty Park Drive, Austin	Noon – 2 pm
	Emeritus at Beckett Meadows 7709 Beckett Road, Austin	4 pm – 6 pm
	Westminster Manor 4100 Jackson Avenue, Austin	9 am – 1 pm
	Southwest Key Program 6002 Jain Lane, Austin	3 pm – 7 pm
Saturday, October 27 <i><u>Sábado, 27 de octubre</u></i>	Lago Vista City Hall 5803 Thunderbird Square, Lago Vista	9 am – 6 pm
	Seton Northwest Hospital 11113 Research Blvd., Austin	9 am – 6 pm
	Heritage Pointe 1950 Webberville Drive, Austin	8am – 10 am
	Cantu/Pan Am Recreation Center 2100 East 3 rd Street, Austin	Noon – 4 pm
	Parsons House 1130 Camino La Costa, Austin	8 am – 10 am
	Mitchie's Gallery 7801 North Lamar Blvd., Austin Building B, Suite 148	Noon – 6 pm
	Briarcliff POA Community Center 22801 Briarcliff Drive, Briarcliff	9 am – 6 pm
Sunday, October 28 <i><u>Domingo, 28 de octubre</u></i>	Community Center at Jonestown 18649 FM 1431, Suite 6a, Jonestown	Noon – 6 pm
	Continental Assisted Living 4604 South Lamar Blvd., Austin	Noon – 2 pm
	Englewood Estates 2603 Jones Road, Austin	4 pm – 6 pm
	Old Bee Cave School House 13333-A Highway 71 West (Next to Bee Cave P.D.), Austin	Noon – 6 pm
	CE-Bar Fire Department 353 S. Common Fords Rd, Austin	Noon – 6 pm
	Volente Fire Department 15406 FM 2769 , Volente	Noon – 6 pm
Monday, October 29 <i><u>Lunes, 29 de octubre</u></i>	ACC Highland Business Campus 5930 Middle Fiskville Road, Austin	8 am – 6 pm

	Travis County Courthouse 1000 Guadalupe Street, Austin	8 am – 5pm
	South Rural Community Center 3518 South FM 973, Del Valle	8 am – Noon
	Old Bee Cave School House 13333-A Highway 71 West (Next to Bee Cave P.D.)	8 am – 6 pm
	Barbara Jordan Elementary School 6711 Johnny Morris Road, Austin	2 pm – 6 pm
	St. Edwards University Ragsdale Center 3001 S. Congress Avenue, Austin	9 am – 6 pm
Tuesday, October 30 <i>Martes, 30 de octubre</i>	Travis County Courthouse 1000 Guadalupe Street, Austin	8 am – 5pm
	Town Lake Center 721 Barton Springs Road, Austin	8 am – 5 pm
	Services for the Deaf and Hard of Hearing 2201 Post Road, Suite 100, Austin	8 am – 5 pm
	Seton Main Hospital 1201 West 38 th Street, Austin	8 am – 6 pm
	Huston-Tillotson University 900 Chicon Street, Austin	9 am – 6 pm
Wednesday, October 31 <i>Miércoles, 31 de octubre</i>	Travis County Courthouse 1000 Guadalupe Street, Austin	8 am – 5pm
	ACC Eastview Campus 3401 Webberville Road, Austin	8 am – 7 pm
	AISD Service Center 5101 East 51 st Street, Austin	7 am – 3 pm
Thursday, November 1 <i>Jueves, 1 de noviembre</i>	Travis County Courthouse 1000 Guadalupe Street, Austin	8 am – 5 pm
	ACC Highland Business Campus 5930 Middle Fiskville Rd, Austin	8 am – 6 pm
	Dell Children's Medical Center 4900 Mueller Boulevard, Austin	9 am – 6 pm
	AISD: Baker Center 3908 Avenue B, Austin	8 am – 5 pm
Friday, November 2 <i>Viernes, 2 de noviembre</i>	Travis County Courthouse 1000 Guadalupe Street, Austin	8 am – 5pm
	ACC Rio Grande Campus 1212 Rio Grande Street, Austin	8 am – 7 pm
	University Medical Center at Brackenridge	9 am – 6 pm

	601 East 15 th Street, Austin	
	Austin Independent School District 1111 West 6 th Street, Austin	8 am – 5 pm

HAYS COUNTY

MAIN: *(Principal:)*

County Elections Administration Office, Government Center, 712 S. Stagecoach Trail, San Marcos

Day & Date	Time
Monday, October 22 nd through Friday, 26 th , 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:00 a.m. to 5:00 p.m. <i>(de 8:00 de la mañana a las 5:00 de la tarde)</i>
Saturday, October 27 th , 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
Sunday, October 28 th , 2012 <i>(Domingo, 28 de Octubre de 2012)</i>	1:00 p.m. to 6:00 p.m. <i>(de 1:00 de la tarde a las 6:00 de la tarde)</i>
Monday, October 29 th through Friday, November 2 nd , 2012 <i>(Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>

BRANCH: *(Sucursal:)*

OLD ELECTION OFFICE BUILDING, 401 C Broadway St., San Marcos, TX 78666

LIVE OAK ACADEMY, 4820 Jack C Hays Trail, Buda, TX 78610

WIMBERLEY COMMUNITY CENTER, 14068 Ranch Road 12, Wimberley, TX 78737

HAYS COUNTY PRECINCT 4 OFFICE'S, 195 Roger Hanks Pkwy, Dripping Spring, TX 78620

Day & Date	Time
Monday, October 22 nd through Friday, 26 th , 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:00 a.m. to 5:00 p.m. <i>(de 8:00 de la mañana a las 5:00 de la tarde)</i>
Saturday, October 27 th , 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
Sunday, October 28 th , 2012 <i>(Domingo, 28 de Octubre de 2012)</i>	1:00 p.m. to 6:00 p.m. <i>(de 1:00 de la tarde a las 6:00 de la tarde)</i>
Monday, October 29 th through Friday, November 2 nd , 2012 <i>(Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>

Name & Location	Day & Date	Time
FIRST BAPTIST CHURCH 15951 Winters Mill Pkwy Wimberley, TX	Monday, October 22 nd through Tuesday, 23 rd , 2012 <i>(Lunes, 22 de Octubre hasta el Martes, 23 de Octubre de 2012)</i>	10:00 a.m. to 7:00 p.m. <i>(de 10:00 de la mañana a las 7:00 de la tarde)</i>
TEXAS STATE OF SAN MARCOS LBJ Student Center 700 Student Center Dr. San Marcos, TX	Monday, October 22 nd through Thursday, 25 th , 2012 <i>(Lunes, 22 de Octubre hasta el Jueves, 25 de Octubre de 2012)</i>	10:00 a.m. to 7:00 p.m. <i>(de 10:00 de la mañana a las 7:00 de la tarde)</i>
OLD ELECTION OFFICE BUILDING 401 C Broadway St. San Marcos, TX	Monday, October 22 nd through Friday, 26 th , 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:00 a.m. to 5:00 p.m. <i>(de 8:00 de la mañana a las 5:00 de la tarde)</i>
	Saturday, October 27 th , 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
	Sunday, October 28 th , 2012 <i>(Domingo, 28 de Octubre de 2012)</i>	1:00 p.m. to 6:00 p.m. <i>(de 1:00 de la tarde a las 6:00 de la tarde)</i>
	Monday, October 29 th through Friday, November 2 nd , 2012 <i>(Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
LIVE OAK ACADEMY 4820 Jack C Hays Tr. Buda, TX	Monday, October 22 nd through Friday, 26 th , 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:00 a.m. to 5:00 p.m. <i>(de 8:00 de la mañana a las 5:00 de la tarde)</i>
	Saturday, October 27 th , 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
	Sunday, October 28 th , 2012 <i>(Domingo, 28 de Octubre de 2012)</i>	1:00 p.m. to 6:00 p.m. <i>(de 1:00 de la tarde a las 6:00 de la tarde)</i>
	Monday, October 29 th through Friday, November 2 nd , 2012 <i>(Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
WIMBERLEY COMMUNITY CENTER 14068 Ranch Road 12 Wimberley, TX	Monday, October 22 nd through Friday, 26 th , 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:00 a.m. to 5:00 p.m. <i>(de 8:00 de la mañana a las 5:00 de la tarde)</i>
	Saturday, October 27 th , 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7:00 a.m. to 7:00 p.m. <i>(de 7:00 de la mañana a las</i>

		7:00 de la tarde)
	Sunday, October 28 th , 2012 (Domingo, 28 de Octubre de 2012)	1:00 p.m. to 6:00 p.m. (de 1:00 de la tarde a las 6:00 de la tarde)
	Monday, October 29 th through Friday, November 2 nd , 2012 (Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)	7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de la tarde)
BELTERRA CLUBHOUSE 801 Belterra Dr Dripping Springs, TX	Monday, October 29 th through Tuesday, 30 th , 2012 (Lunes, 29 de Octubre hasta el Martes, 30 de Octubre de 2012)	10:00 a.m. to 7:00 p.m. (de 10:00 de la mañana a las 7:00 de la tarde)
HAYS COUNTY PRECINCT 4 OFFICE'S 195 Roger Hanks Pkwy Dripping Spring, TX	Monday, October 22 nd through Friday, 26 th , 2012 (Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)	8:00 a.m. to 5:00 p.m. (de 8:00 de la mañana a las 5:00 de la tarde)
	Saturday, October 27 th , 2012 (Sábado, 27 de Octubre de 2012)	7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de la tarde)
	Sunday, October 28 th , 2012 (Domingo, 28 de Octubre de 2012)	1:00 p.m. to 6:00 p.m. (de 1:00 de la tarde a las 6:00 de la tarde)
	Monday, October 29 th through Friday, November 2 nd , 2012 (Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)	7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de la tarde)
BUDA CITY HALL 121 N Main St. Buda, TX	Friday, October 26 th , 2012 (Viernes, 26 de Octubre de 2012)	10:00 a.m. to 7:00 p.m. (de 10:00 de la mañana a las 7:00 de la tarde)
	Saturday, October 27 th , 2012 (Sábado, 27 de Octubre de 2012)	7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de la tarde)
	Friday, November 2 nd , 2012 (Viernes, 2 de Noviembre de 2012)	10:00 a.m. to 7:00 p.m. (de 10:00 de la mañana a las 7:00 de la tarde)
KYLE CITY HALL 100 W. Center Street Kyle, TX	Friday, October 26 th , 2012 (Viernes, 26 de Octubre de 2012)	10:00 a.m. to 7:00 p.m. (de 10:00 de la mañana a las 7:00 de la tarde)
	Saturday, October 27 th , 2012 (Sábado, 27 de Octubre de 2012)	7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de la tarde)
SETON MEDICAL CENTER HAYS 6001 Kyle Parkway Kyle, TX	Wednesday, October 31 st through Thursday, November 1 st , 2012 (Miércoles, 31 de Octubre hasta el Jueves, 1 de Noviembre de 2012)	10:00 a.m. to 7:00 p.m. (de 10:00 de la mañana a las 7:00 de la tarde)

CALDWELL COUNTY

MAIN: *(Principal:)*
 SCOTT ANNEX BLDG
 1403-C BLACKJACK ST.
 LOCKHART, TX 78644

Day & Date	Time
Monday, October 22, 2012- Friday, October 26, 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:30 AM TO 5:00 PM <i>(de 8:30 de la mañana a las 5:00 de la tarde)</i>
Saturday, October 27, 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7 AM TO 7 PM <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
Sunday, October 28, 2012 <i>(Domingo, 28 de Octubre de 2012)</i>	10: 00 AM TO 3:00 PM <i>(de 10:00 de la mañana a las 3:00 de la tarde)</i>
Monday, October 29- Friday, November 2, 2012 <i>(Lunes, 29 de Octubre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 AM TO 7:00 PM <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>

BRANCH: *(sucursal:)*
 LULING CIVIC CENTER
 300 E. AUSTIN STREET
 LULING, TX 78648

Day & Date	Time
Monday, October 22, 2012- Friday, October 26, 2012 <i>(Lunes, 22 de Octubre hasta el Viernes, 26 de Octubre de 2012)</i>	8:30 AM TO 5:00 PM <i>(de 8:30 de la mañana a las 5:00 de la tarde)</i>
Saturday, October 27, 2012 <i>(Sábado, 27 de Octubre de 2012)</i>	7 AM TO 7 PM <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>
Monday, October 29- Wednesday, October 31, 2012 <i>(Lunes, 29 de Octubre hasta Miércoles, 31 de Octubre de 2012)</i>	8:30 AM TO 5:00 PM <i>(de 8:30 de la mañana a las 5:00 de la tarde)</i>
Thursday, November 1- Friday, November 2, 2012 <i>(Jueves, 1 de Noviembre hasta el Viernes, 2 de Noviembre de 2012)</i>	7:00 AM TO 7:00 PM <i>(de 7:00 de la mañana a las 7:00 de la tarde)</i>

**EXHIBIT "C":
CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF CALDWELL COUNTY
AND
BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
FOR THE NOVEMBER 6, 2012 ELECTION**

THIS CONTRACT is made and entered into by and between Pamela Ohlendorf, the Elections Administrator of Caldwell County, Texas (the "Contracting Officer") and the Barton Springs Edwards Aquifer Conservation District (the "District"), pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the District's November 6, 2012 election, (the "election"). The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the District.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements for election workers, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.
2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the District will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the District.

3. The Contracting 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 alternate are responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than Monday, October 22, 2012.

B. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

C. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week.

D. *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 Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies.

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

1. As Early Voting Clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the District in securing personnel to serve as Early Voting Deputies. The Contracting Officer shall, upon request, provide the District a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.
3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 1403 Blackjack Street, Lockhart, Texas 78644. Any requests for early voting ballots to be voted by mail received by the District shall be forwarded immediately to the Contracting Officer for processing.
4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Caldwell County Elections Office on Election Day, November 6, 2012.

H. *Election Day Polling Locations.* The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Counting Station Manager/Central Count Judge and the Tabulation Supervisor shall be determined at least 30 days prior to Election Day. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer. Election night reports will be available to the District at the Caldwell County Elections Office on election night, and the Contracting Officer will provide individual polling location totals.

J. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the District as soon as possible after the Contracting Officer

has received the precinct returns on election night. Provisional ballots will be tabulated after election night in accordance with the Texas Election Code.

K. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE DISTRICT. The District shall assume the following responsibilities in connection with the election:

A. *Election Orders, Election Notices, Canvass.* The District shall prepare, adopt, and publish the election order, resolutions, public election notices, official canvass and other pertinent documents. Promptly after approval of any election orders, resolutions, public election notices, official canvass, and other pertinent documents by the District's governing body, and within such time so as not to impede the orderly conduct of the election, the District shall provide said documents to the Contracting Officer for proper posting and recordkeeping. The District assumes the responsibility of promoting the schedules for Early Voting and Election Day.

B. *Paper Ballots.* In advance of the September 7, 2012 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included. The District shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined by the District. The District shall be responsible for proofreading and approving the ballot insofar as it pertains to the District's candidates and/or propositions.

C. *Preclearance.* The District shall prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. The Contracting Officer shall assist the District with respect to preclearance procedures and the preparation of a submission with respect to matters relative to the joint election agreement, such as, but not limited to joint polling location and hours.

D. *Technical Assistance.* The District shall provide any reasonable technical assistance requested by the Contracting Officer.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$8.00 per hour, and election clerks will be compensated at a rate of \$8.00 per hour. They will be compensated for all hours actually worked,

including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and one hour after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on November 5, 2012 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the District.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred.* The participating authorities entering into an agreement to conduct joint elections agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

1. The parties agree, for those polling locations used solely by the district and not shared by any other participating authority, that the District will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.
2. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the 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 the County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the District for:

1. actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the District by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses

reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots; and

2. An administrative fee as provided below in Section IV.F. Administrative Fee. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. Payment. The District shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Caldwell County, Attn: Pamela Ohlendorf, Elections Administrator, 1403 Blackjack St., Lockhart, Texas 78644.** If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the District.

D. Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C." The parties agree that this is an estimate only and that the District is obligated to pay its respective portion of the actual expenses of the election as set forth herein.

E. Recount Expenses. In the event of a recount or contest of the District's election, the District shall reimburse the Contracting Officer for any additional expenses incurred. The Contracting Officer shall invoice the District for such expenses in the same manner as provided above in **Section IV.B. Billing** as soon as reasonably possible after incurring the expenses and the District shall pay the invoice in the same manner as provided above in **Section IV.C. Payment.**

F. Administrative Fee. In addition, the District shall pay the Contracting Officer a ten percent (10%) administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing:

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

3. the authority to serve as custodian of voted ballots or other election records, except that the Contracting Officer, if requested in writing by the District, will become the custodian of the voted ballots.

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the District on November 6, 2012.

C. *Cancellation of Election.* If the District cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses in the same manner as provided above in **Section IV.B. Billing** as soon as reasonably possible after the cancellation and the District shall make payment therefore in the same manner as provided above in **Section IV.C. Payment**. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the November 6, 2012 Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Caldwell County, Texas and the County Auditor of Caldwell County, Texas.

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

For the District::

Dana Wilson
Senior Administrative Programs Manager
1124 Regal Row
Austin, Texas 78748
Tel: (512) 282-8441
Fax: (512) 282-7016
Email: dana@bseacd.org

For the Contracting Officer:

Pamela Ohlendorf
Elections Administrator
Caldwell County
1403 Blackjack St
Lockhart, TX 78644
Tel: (512) 668-4347
Fax: (512) 398-1821
Email: pamela.ohlendorf@co.caldwell.tx.us

F. *Amendment/Modification.* Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the Contracting Officer has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Contracting Officer. No official, representative, agent, or employee of the District has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District, respectively.

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

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

I. *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.

J. *Indemnification.* The District will defend, indemnify, and hold harmless Caldwell County, its officers, and its employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorney fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the District or any official, agent, employee, subcontractor, or supplier of the District in the execution or performance of this Agreement.

K. *Contracting Officer's Obligation.* Nothing in this Agreement may impose on the Contracting Officer any obligation which is contrary to, or exceeds the requirements of, any ordinances, statutes, rules, or regulations of any applicable local municipality, the County, the State of Texas, or the United States.

L. District Compliance. In performing this Agreement, the District must comply with all applicable ordinances, statutes, rules, and regulations of any applicable local municipality, the County, the State of Texas, and the United States.

M. Non-Defined Terms. If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

N. Governing Law and Venue. This Agreement is subject to the laws and jurisdiction of the State of Texas. The parties agree that exclusive venue and jurisdiction for any legal action under this Agreement will lie in the district courts of Caldwell County, Texas.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2012.

Gary Franklin
Vice President, Board of Directors

Craig Smith
Secretary, Board of Directors

APPROVED AS TO FORM;

BY _____
William D. Dugat, III

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2012.

Pamela Ohlendorf
Elections Administrator
Caldwell County, Texas

5. Supervise the conduct of early voting and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the District who are responsible for holding the election.
7. Other incidental related services as may be necessary to effectuate the election.
8. Remit to the District a detailed listing of expenses incurred to conduct the election for payment.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE OFFICER IN THE EXECUTION OF HER DUTIES. IT IS FOR THE OFFICER, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. DUTIES AND SERVICES. The District agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the election.
2. Prepare and publish all required election notices.
3. Deliver to the Officer as soon as possible, but not later than legally required before the election, the issues that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any election documents into Spanish.
5. Pay any additional costs incurred by the Officer if a recount for said election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Officer.

Article 3. ADMINISTRATION. The Officer will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the Officer, or her designee, and the contact person and representative for the District is Dana Christine Wilson.

Article 4. COST OF SERVICES. The District shall reimburse the Officer for all expenses incurred for any election conducted by the Officer and, in addition, the District shall pay an administrative fee of 10% of the total cost of that election. Attached hereto and incorporated for all purposes as Attachment "A" is an itemized list of all estimated expenses. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the Officer shall submit a statement to the District listing all of the expenses and the administrative fee. The District shall pay the total amount within 45 days of the election.

Article 5. LIABILITY. The District agrees to pay for any damage to election equipment not covered by the maintenance agreement contract between HART Intercivic and Hays County.

Article 6. GENERAL CONDITIONS. The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to the election 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.
2. The Officer may assign deputies to perform any of the contracted services.
3. The Officer may contract with third persons for election services and supplies.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.
5. In case any one or 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 thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.

Article 7. MISCELLANEOUS. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the District or the Officer, or to create any legal rights or claim on behalf of any third party. Neither the County, the District nor the Officer waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 8. NOTICE. Any notice provided for under this Agreement shall be forwarded to the following address:

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

SIGNED AND AGREED UPON THIS THE _____ DAY OF SEPTEMBER, 2012.

Hays County Elections Administrator

JOYCE A. COWAN

**Barton Springs/Edwards Aquifer
Conservation District**

Gary Franklin, Vice- President

ATTEST:

Craig Smith, Secretary

APPROVE:

William D. Dugat, III
Counsel for the Barton Springs/Edwards Aquifer

EXHIBIT “E”

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code (“Code”) and Chapter 791 of the Texas Government Code, Travis County and Barton Springs/Edwards Aquifer Conservation District (“Participating Entity”) enter into this agreement for the Travis County Clerk, as the County’s Election Officer, to conduct the Participating Entity’s elections, including 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 Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term “election” refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity 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 any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term “Election Officer” refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term “precinct” means all precincts in the territory of the Participating Entity within Travis County.

- (E) Except as otherwise provided in this agreement, the term “fiscal year” refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.
- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

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

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:
- (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;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election; administering the Participating Entity's duties under state and local campaign finance laws; having a Participating Entity representative serve as the custodian of its election records; and filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. 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.
- (E) Dana Wilson will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Dana Wilson will serve as 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. Dana Wilson will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting 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 service 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 polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

- (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.
- (5)

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email

notification shall be sent by Dana Wilson, Senior Administrative Programs Manager. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

- (1) an itemized list of each election expense incurred;
- (2) the corresponding budget estimate for each item listed;
- (3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
- (4) an itemization of any adjustments or credits to the first post-election invoice; and
- (5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;

- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

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

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

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

(B) Notice

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

Barton Springs/Edwards Aquifer Conservation District
Dana Wilson, Senior Administrative Programs Manager
1124 Regal Row
Austin, Texas 78748

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

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

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, 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) Other Joint Election Agreements

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

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied

with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

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

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

Barton Springs/Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

- (N) This agreement is effective upon execution by both parties and expires on (July 1, 2014) and renews automatically for (one) additional (three)-year term unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20____.

BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

BY: _____
Gary Franklin
Vice President, Board of Directors

BY: _____
Craig Smith
Secretary, Board of Directors

APPROVED AS TO FORM;

BY _____
William D. Dugat, III

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20____.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission,

publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs + \$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day	\$275
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All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

Item 4

Board discussions and possible actions

b. Discussion and possible action related to establishing the FY 2013 District goals and objectives and approving the FY 2013 goals and objectives for the General Manager.

Item 4

Board discussions and possible actions

- c. Discussion and possible action related to planned saline zone investigations and initiatives, including engaging a drilling contractor for minor well rehabilitation and/or sampling.**

GEOPROJECTS INTERNATIONAL, INC.
BUDGETARY ESTIMATE FOR WELL CLEANOUT AND PUMPING TEST
BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT
AUSTIN, TEXAS
ESTIMATE DATE: 8/22/12

DESCRIPTION	QUANTITY	UNITS	UNIT RATE	TOTAL
Mobilization / Demobilization	1	lump	750.00	750.00
Task 1. Crew Labor and Equipment to Run Drill Pipe to Bottom (Estimated Total Depth is 703 ft.)	6	hours	250.00	1,500.00
Task 2. If Necessary, Drill Out Material From 630 feet to 703 feet & Redevelop Well	10	hours	250.00	2,500.00
Task 3. Furnish, Install, and Remove Submersible Pump For Pumping/Withdrawal Test. Assume Install Depth of Test Pump at ~600 feet. Condition of Service for Pump is 18 GPM@600 feet. This Rate is for Pump, Motor, Cable, Drop Pipe, Access Tube, Starter and Discharge Head. At a Rate of 18GPM, will take ~37 hours to Evacuate 40K Gallons.	1	lump	2,850.00	2,850.00
Technician Labor to Check Test, Fuel Generator etc.	8	hours	65.00	520.00
Generator (Includes Fuel)	1	lump	1,100.00	1,100.00
TOTAL				\$9,220.00

Regulated by:
The Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711
Telephone: 1-800-803-9202 or 512-463-7880

Item 4

Board discussions and possible actions

d. Discussion and possible action related to comments received from TWDB on the proposed revisions to the District Management Plan and authorizing a course of action.

Item 4

Board discussions and possible actions

e. Discussion and possible action related to the Austin Court of Appeals decision in *SOS Alliance v. City of Kyle, Goodman et al.*, and the Barton Springs/Edwards Aquifer Conservation District.

Item 5
Adjournment