

**ELECTION SERVICES AGREEMENT BETWEEN
TRAVIS COUNTY CLERK AND THE CITY OF PFLUGERVILLE
REGARDING
CONDUCTING THE CITY OF PFLUGERVILLE AUGUST 6, 2016
SPECIAL ELECTION**

RECITALS

Whereas, Travis County and the City of Pflugerville entered into an ongoing Election Agreement on October 21, 2014, and

Whereas, the October 21, 2014 Election Agreement between Travis County and the City of Pflugerville provides that if the Participating Entity determines it is necessary to conduct an election during a time other than an election on a uniform election date or its resulting runoff, the Election Officer (i.e., Travis County Clerk) 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 the agreement, except provisions that are inconsistent and cannot be feasibly applied; and

Whereas, the City of Pflugerville met with and requested the Travis County's Election Officer provide election services for a special election to be held on a non-uniform election date to fill a Council Place 2 vacancy in order to meet state constitution requirements; and

Whereas, on May 24, 2016, the Pflugerville City Council ordered an election to be held on August 6, 2016, and

Whereas, the Pflugerville City Secretary and the Travis County's Election Officer have determined it is in the best interest of the public to have the Travis County's Election Officer administer this special election for all City of Pflugerville voters on August 6, 2016 as provided for under the Election Agreement between Travis County and the City of Pflugerville, Texas; and

Whereas, pursuant to Section 31.092 of the Texas Election Code, the Travis County's Election Officer has authority to execute this election services contract and to perform election services on behalf of the City of Pflugerville; and

Whereas, additional clarification is needed to set forth the additional terms, obligations and scope of responsibilities of the parties is necessary to carry out the special election, the following provisions are approved, agreed and binding on the parties to the Election Agreement:

I. TERMS, OBLIGATIONS & SCOPE OF RESPONSIBILITIES

The City of Pflugerville and Travis County agree that the August 6, 2016 special election shall be conducted as provided by all applicable provisions of the October 21, 2014 Election Agreement (attached and incorporated herein by reference), along with the following provisions:

- A. For the August 6, 2016 City of Pflugerville Special Election, Travis County will provide election services to all registered voters of the City of Pflugerville entitled to vote in the election, to include registered voters of both Travis and Williamson Counties.
- B. The City Secretary shall be designated as the Early Voting Clerk, and the Travis County's Election Officer's designee shall serve as the Deputy Early Voting Clerk and will provide services in that capacity.
- C. In addition to the Participating Entity election duties listed in the October 21, 2014 agreement, the City of Pflugerville shall also:
 - 1. Provide the facility for Early Voting and Election Day voting at the Pflugerville City Hall, 100 East Main Street, Suite 500. (Pflugerville City Hall, 100 East Main Street, Suite 500, shall be the Main Early Voting Location.)
 - 2. Lock down jurisdictional boundaries with Travis and Williamson County.
 - 3. Facilitate the process of Williamson County voter lists being provided to Travis County.
 - 4. Accept applications for ballot by mail and deliver them timely to Travis County.
 - 5. Field media calls concerning the special election.
 - 6. Assist with election worker recruitment, including seeking a bilingual worker.
 - 7. Process the Election Day Central Count.
 - 8. Post the Election Day Unofficial Results on the City of Pflugerville's official bulletin board and website.
 - 9. Facilitate the processing of Williamson County provisional votes with the Williamson County Voter Registration Office and Presiding Judge of the election.
- D. Travis County Election Services shall remain consistent with the October 21, 2014 Election Agreement, and Travis County shall provide the following:
 - 1. Programming and testing of ballot language on eSlates.
 - 2. Confirmation and coordination of Early Voting and Election Day sites.
 - 3. Recruiting, training, and supervising of Early Voting and Election Day election workers.
 - 4. Sending, receiving and tallying Ballot by Mail.
 - 5. Call Center support for voters and election workers.
 - 6. Delivery, set up, maintenance and pick up of Early Voting and Election Day equipment and supplies.
 - 7. Verification of Early Voting and Election Day results.
 - 8. Processing of Travis County provisional votes with Travis County Voter Registration and the Presiding Judge of the election.

The recitals stated above shall be incorporated into the agreement as representations by the parties as if recited verbatim.

The undersigned individuals represent that they are authorized to sign this Agreement on behalf of their representative entity shown below.

Below the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

CITY OF PFLUGERVILLE

BY: _____
 Brandon Wade
 City Manager

_____ Date

TRAVIS COUNTY CLERK

BY: _____
 Dana DeBeauvoir
 County Clerk

_____ Date