

Agenda of Workshop

The Board of Trustees Lake Travis Independent School District



A Workshop of the Board of Trustees of Lake Travis Independent School District will be held October 8, 2009, beginning at 6:00 PM in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.084, inclusive, of the Open Meetings Act.

1. Call To Order
2. Quorum Determination
3. Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code Section 551.001 et. seq.
 - A. Section 551.071 - Consultation with Attorney
 1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071(2).
 - B. Section 551.074 – Personnel Matters
 1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071.)
 - C. Section 551.072 - Deliberation regarding Real Property
 1. The Board will discuss the purchase, exchange, lease, or value of real property. (This may involve consultation with attorney as permitted under Section 551.071.)
4. Discussion and/or Action
 - A. Governance and Legal Services

1. Board Operating Procedures
2. Engagement of Spivey & Grigg, L.L.P
3. Revisions, Deletions, and/or Additions to Board Policies
 - a. AE (Local) Educational Philosophy
 - b. BBB (Local) Board Members: Elections
 - c. BBD (Local) Board Members: Training and Orientation
 - d. BBE (Local) Board Members: Authority
 - e. BDB (Local) Board Internal Organization: Internal Committees
 - f. BDD (Local) Board Internal Organization: Attorney
 - g. BE (Local) Board Meetings
 - h. BED (Local) Board Meetings: Public Participation
 - i. BF (Local) Board Policies
- B. Business and Financial Services
 1. Agreement with Travis County to Conduct Joint Elections for the November 3, 2009 Tax Ratification Election. 3
 2. Mobile Early Voting Locations for November 3, 2009 Tax Ratification Election 20
5. Upcoming Meetings
 - A. October 22, 2009, 7:00 p.m., Regular Board Meeting, EDC
 - B. November 5, 2009, 6:00 p.m., Board Workshop, EDC
 - C. November 19, 2009, 7:00 p.m., Regular Board Meeting, EDC
 - D. December 10, 2009, 6:00 p.m., Board/Superintendent Conference, EDC
 - E. December 17, 2009, 7:00 p.m., Regular Board Meeting, EDC
6. Adjournment



AGENDA ITEM ACTION SHEET

SUBJECT	Agreement with Travis County to Conduct Joint Elections for the November 3, 2009 Tax Ratification Election
RECOMMENDED ACTION	Approval of the agreement with Travis County to conduct joint elections for the November 3, 2009 tax ratification election
RATIONALE	<p>At the Board meeting on August 27, 2009, the Board ordered the District's November 3, 2009 tax ratification election. For the last three years, the District has conducted its Board of Trustee elections as joint elections with Travis County, and Travis County provides all necessary election services to the District.</p> <p>For the November 3, 2009 election, only three other entities are entering in the joint election agreement with the County: City of Rollingwood; Village of the Hills; and Travis County Emergency Services District No. 11.</p> <p>The administration recommends that the Board approve the District's joint election agreement with the County, which formalizes the parties' agreements relating to the conduct of the November 3, 2009 elections.</p>
BUDGET PROVISIONS	TBD
RESOURCE PERSONNEL	Johnny Hill, Assistant Superintendent of Business and Financial Services Susan Bohn, General Counsel
ATTACHMENTS	Agreement to Conduct Joint Elections for November 3, 2009 Elections
MEETING DATE	October 8, 2009

AGREEMENT TO CONDUCT JOINT ELECTIONS FOR NOVEMBER 3, 2009 ELECTIONS

WHEREAS, a Special Constitutional Amendment Election will be held in Travis County on November 3, 2009;

WHEREAS, the participating entities, including the City of Rollingwood, Village of the Hills, Lake Travis Independent School District, and Travis County Emergency Services District No. 11, listed in Exhibit A, which exhibit is attached hereto and incorporated herein for all purposes, require elections to be held on November 3, 2009 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, which exhibit is attached hereto and incorporated herein for all purposes;

WHEREAS, pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory;

WHEREAS, Texas Government Code Chapter 791 authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and

WHEREAS, it would be to the benefit of the County and participating entities listed in Exhibit A (collectively referred to hereinafter as the "Entities" or "Participating Entities"), and the citizens and voters thereof, to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible;

NOW, THEREFORE, pursuant to Chapter 31 and Sections 271.002 and 271.003 of the Texas Election Code and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the County, a political subdivision of the State of Texas acting by and through its Commissioners Court, and the Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of Joint Election Agreement

This Joint Election Agreement covers the conduct of the November 3, 2009 Special Constitutional Amendment Election and the elections of the Participating Entities listed in Exhibit A to be held by the Participating Entities on November 3, 2009. The Participating Entities include City of Rollingwood, Village of the Hills, Lake Travis Independent School District, and Travis County Emergency Services District No. 11. The County and the Entities will hold these elections on November 3, 2009 ("Election Day") jointly for the voters in those portions of Travis County as identified on the maps and descriptions attached as Exhibit B and incorporated by reference as if fully set out herein.

II. Election Officer

The Participating Entities hereby appoint the Honorable Dana DeBeauvoir, Travis County Clerk and Election Officer for Travis County, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Travis County involved in conducting the Joint Election covered by this Agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities hereby appoints Dana DeBeauvoir, Early Voting Clerk for Travis County, as the Early Voting Clerk for the Joint Election. Early voting for the Participating Entities shall be conducted at the dates, times, and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County shall provide a list for presentation to the governing body of each 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.

2. The Regular Early Voting Clerk for the County, The Honorable Dana DeBeauvoir, shall also serve as the Joint Early Voting Clerk for the election. The Joint Early Voting Clerk will be responsible for the conduct of early voting by mail and by personal appearance for all Travis County voters voting in the Joint Election. The Joint Early Voting Clerk shall receive from each Participating Entity's Regular Early Voting Clerk applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Election. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility where election schools will be conducted to train election workers employed in the conduct of early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the Joint Election. The County will name early voting deputies and clerks employed in the conduct of early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The County shall perform all tests of voting equipment as required, including but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Participating Entities appoint Dana DeBeauvoir, Travis County Clerk, as the Joint Custodian of Records (“Joint Custodian”) for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include said language. The County will provide each Participating Entity with a final proof of ballot language for approval prior to printing ballots. Upon final proof approval, ballots shall be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used for early voting. A single, combined ballot and single ballot box will be used. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for the conduct of the Early Voting Ballot Board. The County shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The Presiding Judge for the Early Voting Ballot Board is eligible to serve in this capacity. The Presiding Judge for the Early Voting Ballot Board shall appoint two or more election clerks, and such Judge and clerks shall constitute the early voting ballot board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

B. Responsibilities of Participating Entities

1. Each Participating Entity shall appoint a qualified person to serve as the Regular Early Voting Clerk (“Regular Early Voting Clerk”) for the Participating Entity. The Regular Early Voting Clerk for each respective Participating Entity shall receive requests for applications for early voting ballots to be voted by mail and shall forward in a timely manner as prescribed by law any and all applications for early voting ballots to be voted by mail received in the Entity’s office to the Joint Early Voting Clerk. The Joint Early Voting Clerk is responsible for the remaining procedures for conducting each of the Participating Entities’ early voting by mail as stated in III. A. 2.

2. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. Any additions, modifications, deletions, or other changes to such ballot contents or language must be made by the Entity prior to final proof approval by the Participating Entity. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County shall designate and confirm all Election Day polling place locations for the Joint Election, and shall forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review prior to Election Day.

2. The County shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in the precinct in which a common polling place is to be used and shall forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Travis County Election Precinct in which the joint election is held. The Presiding Election Judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in the conduct of the election at the precinct polling place. The Alternate Presiding Election Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge for the precinct in the absence of the Presiding Election Judge. Election Judges and clerks shall be compensated at the rate established hereafter by the County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of election officials shall preside over the election in the precinct in which a common polling place is used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in the precinct in which a common polling place is used. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County shall be custodian of all materials used in common in the precinct where a common polling place is used. The County shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for Election Judges and Alternate Judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for Election Day voter registration precinct lists for the Joint Election. The County will determine the quantities of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached Exhibits, with designation of registered voters in each Participating Entity, for use at the Joint Election Day polling place on Election Day.

8. The common polling place is designated as the polling place used by the County. At the common polling place, a single ballot box shall be used for the deposit of all ballots cast in the Joint Election. At said polling place, one voter registration list and one combination poll list/signature roster form will be kept for the Joint Election. The final returns for each Participating Entity and the County shall be canvassed separately by each respective Participating Entity. The Custodian of Records for the County, the Honorable Dana DeBeauvoir, shall maintain a return center on Election Day for the purpose of receiving returns from the County. Ms. DeBeauvoir will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Joint Election Officer and/or the Elections Division of her Office will field all questions from election judges.

10. The County shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process in the Territory covered by this Agreement.

B. Participating Entity Responsibilities

1. Prior to Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's Election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The Custodian of Records for each Participating Entity shall receive returns from Dana DeBeauvoir on Election Day.

V. Election Night

A. County Responsibilities

1. The County holds responsibility for all activities on election night including, but not limited to, setting up a central counting station, coordinating and supervising the tabulation of

results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Election, and coordination and management of media coverage of the election.

2. The County will arrange for the transportation of voted ballot boxes to the central counting station.

3. The County will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties required by the Texas Election Code, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Presiding and Alternate Judge of the Central Counting Station. The Presiding Judge of the Central Counting Station may appoint clerks to serve at the Central Counting Station. In addition, the County shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager, and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the County to serve as Tabulation Supervisor, Central Counting Station Manager, and Assistant Counting Station Manager.

4. The County shall provide the Participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entity Responsibilities

1. Other than receiving returns from the Joint Election Officer, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

1. The County shall provide the Elections Division permanent staff and offices to administer the Joint Election, under the direction of the Travis County Clerk, Dana DeBeauvoir.

2. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board.

3. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

4. The County will process the payroll for all temporary staff hired to conduct the Joint Election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

5. The County will conduct early voting as indicated in this Agreement.

VII. Joint Election Costs; Payment

1. Transmitted with this Agreement is a check, payable to Travis County, from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated costs of the election. The County shall submit an invoice to each Participating Entity for the balance of the Participating Entity's actual Joint Election expenses upon completion of the election. Joint Election expenses include, but are not limited to, expenses for facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes all as reflected on the Cost Estimate. Upon receipt of an invoice from the County for the election expenses, each Participating Entity shall pay the total amount of its invoice within thirty (30) days of receipt of said invoice.

2. In the event of a recount, the expense of the recount shall be borne by the Participating Entity(ies) involved in such recount on a pro-rata basis.

3. In the event any of the Participating Entities cancels its respective election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, such Participating Entity shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Entity based on the formula reflected by the Cost Estimate adjusted for the actual expenses incurred by the County through the date of the cancellation. Upon the cancellation of an election by a Participating Entity, the County shall recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

4. In the event expenses associated with processing of any ballots arising from the filing of a declaration of a write-in candidate, such expenses shall be borne by the Participating Entity which received such declaration of write-in candidate.

5. The expenses of any early voting polling places that are established at the request of any Participating Entity other than those which are mutually agreed upon by all Participating Entities shall be borne by the requesting Participating Entity. The Cost Estimate for each individual Participating Entity shall include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and all expenses related thereto. *Each of the Participating Entities shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.* The Honorable Dana DeBeauvoir, the Joint Election Officer, will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to her or her office. Each of the Participating Entities shall be individually responsible for posting or publication of election notices and all expenses related thereto. Each of the Participating Entities further shall be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this Agreement.

B. Communications

Throughout the term of this Agreement, the Participating Entities and the County will engage in ongoing communications concerning the conduct of the Joint Election; and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the designated representative of each Participating Entity to discuss and resolve any problems which might arise regarding the Joint Election.

C. Custodian

The Honorable Dana DeBeauvoir, Travis County Election Officer, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election.

D. Effective Date

This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities and the County. This Agreement shall continue as to a Participating Entity until the Participating Entity pays the County its shares of the costs of the Joint Election. The obligation of each Participating Entity to the County under this Agreement shall not end until such sum is paid.

IX. Miscellaneous Provisions

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

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to reflect the participation of additional entities or the nonparticipation of certain entities. The Participating Entities hereby agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the necessity of the Entities having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided herein, 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 any 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 respective Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Joint Election smoothly and efficiently, except that any such proposals must be approved by the Travis Commissioners Court and the governing body of the respective 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 in writing or certified mail, return receipt requested, when mailed to the proper party, at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of 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 Entities agree 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 relating to each Participating Entity's November 3, 2009 election. 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, the 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 any 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 Entities in meeting their obligations under this Agreement shall be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out 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 Entities expressly understand and acknowledge that each may enter into other Joint Election Agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this Agreement, and that the addition of other political subdivisions as parties to this Agreement shall require the amendment of Exhibits A, B, and C to 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. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 2009.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

EXHIBIT A

City of Rollingwood
Village of the Hills
Lake Travis Independent School District
Travis County Emergency Services District No. 11

EXHIBIT A

PARTICIPATING ENTITIES

Name of Participating Entity	<u>Lake Travis ISD</u>
Address	<u>3322 Ranch Road 620 South</u>
	<u>Austin, TX 78738</u>
Name of Authorized Signatory	<u>Susan Tolles</u>
Signature	<u></u>
Date signed	<u></u>

EXHIBIT B
MAPS AND DESCRIPTIONS

EXHIBIT C
COST ESTIMATE



AGENDA ITEM ACTION SHEET

SUBJECT	Mobile Early Voting Locations for November 3, 2009 Tax Ratification Election
RECOMMENDED ACTION	Approval of the mobile early voting locations established by Travis County for November 3, 2009 tax ratification election
RATIONALE	<p>At the Board meeting on August 27, 2009, the Board ordered the District's November 3, 2009 tax ratification election. The District will conduct a joint election with Travis County so that the County will provide all necessary election services for the District. At the September 8, 2009 Board meeting, the Board approved the election day, permanent early voting, and mobile early voting locations that were then established by Travis County for the election.</p> <p>On September 9, 2009, the District received the County's final determinations for mobile early voting locations, and they had changed somewhat. The election day and permanent early voting locations that the Board approved on September 8, 2009 have not changed. So, the administration is recommending that the Board approve the final mobile early voting locations that the County has established.</p>
BUDGET PROVISIONS	none
RESOURCE PERSONNEL	Johnny Hill, Assistant Superintendent of Business and Financial Services Susan Bohn, General Counsel
ATTACHMENTS	Travis County Elections Mobile Early Voting Guide – November 3, 2009 Joint Special Elections
MEETING DATE	October 8, 2009

Travis County Elections Mobile Early Voting Guide - November 3, 2009 Joint Special Elections
Guía de Votación Adelantada en Sitios Móviles para las Elecciones Especiales Conjuntas del Condado de Travis el 3 de Noviembre, 2009

Monday, Oct 19

Lunes, 19 de Oct

Travis Building
1701 North Congress Avenue
8 am – 6 pm

Travis County ESD 11
9019 Elroy Road (Del Valle)
9 am – 5 pm

Parsons House
1130 Camino La Costa
8 am – 10 am

Heritage Park Center
2806 Real Street
Noon – 2 pm

Heritage Pointe
1950 Webberville Road
4 pm – 6 pm

Tuesday, Oct 20

Martes, 20 de Oct

Sam Houston Building
201 East 14th Street
8 am – 6 pm

Travis Building
1701 North Congress Avenue
8 am – 6 pm

Austin Resource Center for the Homeless
(ARCH)
500 East 7th Street
8 am – 10 am

RBJ Residential Tower
21 Waller Street
11:30 am – 1:30 pm

Lakeside Senior Center
85 Trinity Street
3 pm – 5 pm

Wednesday, Oct 21

Miércoles, 21 de Oct

Central Services Building
1711 San Jacinto Boulevard
7:30 am - Noon

Winters Building
701 West 51st Street
1:30 pm – 6 pm

LBJ Building
111 East 17th Street
8 am – 6 pm

Brighton Gardens
4401 Spicewood Springs Road
8:30 am – 10:30 am

Loyalton of Austin
5310 Duval Road
Noon – 2 pm

Heartland Health Care Center
11406 Rustic Rock Drive
4 pm – 6 pm

Thursday, Oct 22

Jueves, 22 de Oct

Southwest Key Programs
East Austin Community Center
6002 Jain Lane
9 am – 6 pm

Manor ISD
10323 US Highway 290E (Manor)
9 am – 6 pm
(New address for this location)

Heatherwilde Assisted Living
401 South Heatherwilde Blvd. (Pflugerville)
8 am – 10 am

Westminster Manor
4100 Jackson Avenue
Noon – 2 pm

Friday, Oct 23

Viernes, 23 de Oct

Del Valle ISD Administration Building
5301 Ross Road (Del Valle)
9 am – 6 pm

Lago Vista City Hall
5803 Thunderbird Street (Lago Vista)
9 am – 6 pm

Park at Beckett Meadows
7709 Beckett Road
8 am – 10 am

Continental
4604 South Lamar Boulevard
Noon – 2 pm

Englewood Estates
2603 Jones Road
4 pm – 6 pm

Saturday, Oct 24

Sábado, 24 de Oct

Bee Cave City Hall
4000 Galleria Parkway
9 am – 6 pm

Randalls Brodie
9911 Brodie Lane @ Slaughter Lane
9 am – 6 pm

Deer Creek Elementary School
2420 Zeppelin Drive (Cedar Park)
9 am – Noon

Volente Volunteer Fire Dept
15406 FM 2769 (Volente)
2 pm – 6 pm

Sunday, Oct 25

Domingo, 25 de Oct

Randalls Brodie
9911 Brodie Lane @ Slaughter Lane
Noon – 6 pm

MT Supermarket
10901 N. Lamar Blvd., Bldg G at Chinatown
Noon – 6 pm

Fiesta Stassney
5510 S. IH-35 @ Stassney
Noon – 6 pm

Monday, Oct 26

Lunes, 26 de Oct

Travis County Courthouse
1000 Guadalupe Street
8 am – 5 pm

IBC Bank
10405 FM 2222
10 am – 4:30 pm

Austin City Hall, 1st Floor
301 West 2nd Street
8 am – 5 pm

Tuesday, Oct 27

Martes, 27 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Briarcliff Property Owner's Association
22801 Briarcliff Drive (Briarcliff)
10 am – 6 pm

Northwest Rural
Community Center
18649 FM 1431, Suite 6A (Jonestown)
9 am – 6 pm

Wednesday, Oct 28

Miércoles, 28 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Town Lake Center
721 Barton Springs Road
10 am – 6 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm

Thursday, Oct 29

Jueves, 29 de Oct

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Huston-Tillotson University
900 Chicon Street
9 am – 6 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm

Friday, Oct 30

Viernes, 30 de Oct

St. Edwards University
3001 South Congress Avenue
9 am – 6 pm

University of Texas
2400 Inner Campus Drive
Flawn Academic Center Lobby, West Mall
9 am – 5 pm

Goodwill Industries
701 Newman Dr
10 am – 7 pm