# JOINT ELECTION AGREEMENT (WILLIAMSON COUNTY PARTICIPATING ENTITIES)

WHEREAS, the undersigned political subdivisions, collectively referred to hereinafter as the "Participating Entities", will each hold an election(s) on from January 2011 through December 2016; and

WHEREAS, each of the Participating Entities (i) is located partially or entirely within Williamson County, Texas (the "County"), and (ii) shares an election precinct with at least one other Participating Entity; and

**WHEREAS**, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's election from January 2011 through December 2016; and

WHEREAS, the Participating Entities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, the Participating Entities desire to define and establish some specific details of this agreement, if applicable, and attach those details hereto in ATTACHMENT A.

NOW, THEREFORE, the Participating Entities agree as follows:

#### I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from January 2011 through December 2016.

### II. Appoint Election Officer

The Participating Entities appoint the Williamson County Elections Administrator to serve as the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for any election from January 2011 through December 2016.

## III. Early Voting and Election Day

Early Voting In Person and Election-day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

#### IV. Miscellaneous Provisions

- 1. This Agreement becomes effective upon execution by all Participating Entities. The obligations of the Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and other agreements related to elections from January 2010 through December 2014. In the event any of the Participating Entities cancels its election in accordance with Section 2.053 of the Texas Election Code, then this Agreement shall terminate as to such entity upon receipt by the Williamson County Elections Administrator of notice of cancellation of the election.
- 2. Notice under this Agreement must be in writing and may be affected by personal delivery or by certified mail to the Participating Entities at the addresses set forth on the signature pages hereto.
- 3. This Agreement may not be amended or modified except in writing executed by each Participating Entity.
- 4. The obligations under this Agreement are performable in Williamson County, Texas.
- 5. Venue for any dispute arising under this Agreement shall be in Williamson 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.
- 6. 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 Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

\* \* \*

| IN WITNESS With the | Agreement is executed on the dates set forth below to, 2011.  |
|---------------------|---|
|                     | WILLIAMSON COUNTY, TEXAS  |
|                     | By: Name: DAY A GATTII Title: (and Judge Judge  |
|                     | Date: <u>09-07-2011</u>   |
|                     | COUNTERPART SIGNATURE JOINT ELECTION AGREEMENT (WILLIAMSON COUNTY ENTITIES)  NORTHWOODS ROAD DISTRICT NO. 1 |
|                     | Ву:   |
|                     | Name:   |
|                     | Title:  |
|                     | Date:   |