

RESOLUTION NO. R-2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, BASTROP INDEPENDENT SCHOOL DISTRICT (BISD), BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1, CITY OF ELGIN, CITY OF SMITHVILLE, ELGIN INDEPENDENT SCHOOL DISTRICT (EISD), BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2, SMITHVILLE INDEPENDENT SCHOOL DISTRICT (SISD), AND BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2 FOR THE MAY 7, 2022 SPECIAL AND GENERAL ELECTION FOR BASTROP, TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a special and general election for Saturday, May 7, 2022; and

WHEREAS, Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 have also called an election for Saturday, May 7, 2022; and

WHEREAS, Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 have expressed their desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Bastrop County Elections Administrator will provide all election services for the City, Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 as agreed upon by the Bastrop County Elections Administrator and each entity through separate contracts; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City, Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 agree to hold a joint election on May 7, 2022.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 7, 2022 Special and General Election be held jointly with Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin,

City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2.

Section 2. The City Manager is hereby authorized to execute an agreement with Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 for a joint election on Saturday May 7, 2022. The agreement is attached hereto as Exhibit A.

Section 3. That this Resolution shall take effect immediately upon its passage, and it is so resolved.


DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
BASTROP COUNTY AND
THE BASTROP INDEPENDENT SCHOOL DISTRICT AND
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 AND
THE CITY OF BASTROP AND
THE CITY OF ELGIN AND
THE CITY OF SMITHVILLE AND
ELGIN INDEPENDENT SCHOOL DISTRICT AND
BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND
THE SMITHVILLE INDEPENDENT SCHOOL DISTRICT AND
THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2
FOR THE MAY 7, 2022 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among Bastrop County, a political subdivision of the State of Texas, and Bastrop Independent School District, a political subdivision of the State of Texas, and Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas, and The City of Bastrop, a political subdivision of the State of Texas, and The City of Elgin, a political subdivision of the State of Texas, and The City of Smithville, a political subdivision of the State of Texas, and Elgin Independent School District, a political subdivision of the State of Texas, and Bastrop County Emergency Services District No. 2, a political subdivision of the State of Texas, and Smithville Independent School District, a political subdivision of the State of Texas, and Bastrop County Water Control and Improvement District #2, a political subdivision of the State of Texas, each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the Parties each expect to call an election to be held on May 7, 2022; and

WHEREAS, the Parties desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the Parties desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on May 7, 2022. 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 Parties.

ARTICLE II JOINT ELECTION

2.01 The Parties agree to conduct their respective May 7, 2022 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III.
TERM**

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

**ARTICLE IV
EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED**

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

**ARTICLE V
GENERAL PROVISIONS**

5.01 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 Bastrop County, Texas.

5.02 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, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

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

Bastrop County

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Bastrop ISD:

Kristi Lee
Associate Superintendent
Communications & Community Relations
Bastrop Independent School District
906 Farm St
Bastrop, TX 78602
Tel: (512) 772-7100
Fax: (512) 321-1371
Email: klee@bisdtx.org

Bastrop-Travis Counties ESD#1:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

City of Bastrop:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

City of Smithville:

Jennifer Lynch
City Secretary
City of Smithville
317 Main St.
Smithville, TX 78957
Tel: (512) 237-3282
Fax: (512) 237-4549
Email: jdlynch@ci.smithville.tx.us

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
1002 N. Ave. C/PO Box 351
Elgin, TX 78621
Tel: (512) 281-9731
Fax: (512) 285-9935
Email: jodi.duron@elginisd.net

Bastrop County ESD#2:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville Independent School District
901 NE 6th St.
Smithville, TX 78957
Tel: (512) 237-2487
Fax: (512) 237-2775
Email: cburns@smithvilleisd.org

Bastrop County WCID#2:

Bastrop County WCID#2
Attn: Alma Rodriguez
Office Manager
PO Box 708
Bastrop, TX 78602
Tel: (512) 321-1688
Fax: (512) 321-1692
Email: alma@bcwcid2.org

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.

Executed to be effective the ____ day of _____, 20____.

COUNTY:

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 20____.

Bastrop ISD:

Barry Edwards
Superintendent of Schools
Bastrop Independent School District
Bastrop, Texas


Executed to be effective the ____ day of _____, 20____.

Bastrop-Travis Counties ESD#1:

David Gahagan
Board President
Bastrop-Travis Counties ESD#1

Executed to be effective the 25th day of January, 2022.

City of Bastrop:



Paul A. Hofmann, City Manager
City of Bastrop
Bastrop, Texas

Executed to be effective the ____ day of _____, 20____.

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
Elgin, Texas

Executed to be effective the ____ day of _____, 20 ____.

City of Smithville:

Robert Tamble
City Manager
City of Smithville
Smithville, Texas

Executed to be effective the ____ day of _____, 20____.

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
Elgin, Texas

Executed to be effective the ____ day of _____, 20 ____.

Bastrop County ESD#2:

George Martinez
Board President
Bastrop County ESD#2

Executed to be effective the ____ day of _____, 20____.

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville ISD
Smithville, Texas

Executed to be effective the _____ day of _____, 20_____.

Bastrop County WCID#2:

Mary Beth O'Hanlon
Board President
Bastrop County WCID#2