

JOINT ELECTION AGREEMENT BETWEEN THE CITY OF BAY CITY AND THE BAY CITY INDEPENDENT SCHOOL DISTRICT

This joint election agreement is made this **11th** day of **February 2020**, by and between the *City of Bay City, a Texas home rule municipality, ("City") and the Bay City Independent School District, a Texas Independent School District, ("District") (collectively "Entities" or "Participating Entities")*.

WHEREAS, the **City** plans to hold a General Election on **May 2, 2020**, for the purpose of electing city council members for **Places 1 and 2**;

WHEREAS, the **District** plans to hold a General Election on **May 2, 2020**, for the purpose of electing **TWO (2) trustees, one (1) for Position 4, one (1) for Position 5.**

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the parties to this agreement serve voters within the same boundaries, and it would be to the benefit of the City and the District, and the citizens and voters thereof to hold the elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be held by City and District under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the City of Bay City's City Secretary to be appointed as the Joint Early Voting Clerk.

THIS AGREEMENT requires the City and the District to share costs associated with this joint election proportionally as more specifically stated in Section B.2., of this agreement.

THIS AGREEMENT requires the City and the District to be responsible for ordering its own election and each Party shall be responsible for the following:

1. Publishing notice of their respective elections, which shall be published separately;
2. The production of respective elections ballots;
3. Issuance of their own certificate of election to the candidates.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the City and the District.

THIS AGREEMENT will require the City of Bay City Elections Administrator to tabulate the precinct results and canvassing separately for the City and the District. The results will be delivered to each entity by email.

THIS AGREEMENT will require the City of Bay City Elections Administrator to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the City of Bay City Elections Administrator to be responsible for performing the following duties and to furnish the following services and equipment:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling places and prepare the voting equipment for use at the polling places.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time, and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - (a) Canvassing Summary Report,
 - (b) Accumulated Totals Report of early voting and Election Day, and
 - (c) Electronically submit results to the Secretary of State.
10. Ballot type: (For use with mail ballots.) Optical scan.
11. Ballot tabulating equipment to be used:
 - Premier Touch Screens,
 - Premier Optical Scan for paper ballots.

GENERAL CONDITIONS

A. Common Early Voting and Election Day Polling Locations

Early voting by personal appearance will be conducted at the following location at the specified dates and times:

**City of Bay City - City Hall
1901 5th Street
Bay City, Texas**

**Dates: Monday, April 20, 2020 – Friday, April 24, 2020
Hours: 8:00 a.m. – 5:00 p.m.**

Monday, April 27, 2020 - Tuesday, April 28, 2020
Hours: 7:00 a.m. – 7:00 p.m.

Election Day Locations: The polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 2, 2020.

Bay City Service Center
2107 Avenue M.
Bay City, Texas

B. Joint Election Costs: Payment

1. Costs. Access to the common polling location(s) set out herein will be provided at no charge. However, each Entity remains responsible for all costs associated with their respective elections (including but not limited to production of ballots and posting of notices), save and except those costs specified in Section B.2., immediately below.

All funds expended by each Entity will be from current revenues.

2. Shared costs. The District shall reimburse the City for one-half (1/2) of costs incurred by the City for the following:
 - a) Salaries of election workers, including hours of City employees for work directly related to this election; and
 - b) All cost associated with use of leasing Matagorda County's JBC's, DAU and eScan; and
 - c) All cost associated with use of City's Poll Pads; and
 - d) Miscellaneous Costs (i.e. election worker breakfast and lunch).

Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Entity. In the event that a party cancels its election, the other parties shall continue to have access to the polling locations at no charge.

If an election is to be canceled by one of the parties, notice will be given within two (2) days of cancellation.

Run-Off Election. This agreement shall not extend to run-off elections. If District requires a run-off election, District shall be responsible for arranging all matters necessary for the conduct and administration of a run-off election.

C. General Provisions

- A. **Communications.** Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolve any problems which might arise regarding the Joint Election.
- B. **Effective Date.** This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. **Custodian of Records.** Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

D. Miscellaneous Provisions

- A. **Venue and Choice of Law.** The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Matagorda 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.
- B. **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 Entity's May 6, 2017 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.
- C. **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.
- D. **Breach.** In the event that any Participating Entity 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. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.

- E. Other Instruments. The 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.
- F. 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.
- G. 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 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.
- H. 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.

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The undersigned are the duly authorized representatives of the parties' governing bodies, and their signatures represent adoption and acceptance of the terms and conditions of this agreement.

APPROVED, this 11th day of February 2020, by the City Council of the CITY OF BAY CITY.



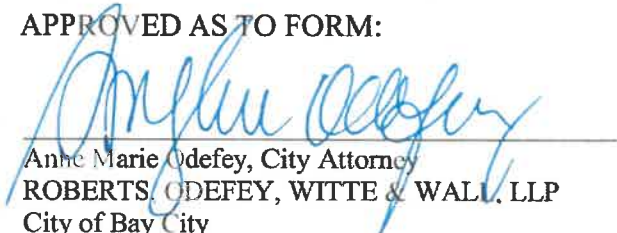
Robert K. Nelson, Mayor
City of Bay City

ATTEST:



David Holubec, City Secretary

APPROVED AS TO FORM:



Anne Marie Odefey, City Attorney
ROBERTS, ODEFEY, WITTE & WALL, LLP
City of Bay City

APPROVED, this 13th day of FEBRUARY, 2020, by the Board of Trustees
for the Bay City Independent School District



Name, Title
Bay City Independent School District