

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN  
THE CITY OF SMITHVILLE AND  
SMITHVILLE INDEPENDENT SCHOOL DISTRICT  
FOR THE MAY 1, 2021 ELECTION**

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

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Smithville, a political subdivision of the State of Texas (the “**CITY**”), and Smithville Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

**RECITALS**

**WHEREAS**, the CITY and the ISD each expect to call an election to be held on May 1, 2021; and

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

**WHEREAS**, the CITY and the ISD 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 1, 2021. 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 1, 2021 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:

**ISD:**

Cheryl Burns  
Superintendent of Schools  
Smithville Independent School District  
901 NE 6<sup>th</sup> St.  
Smithville, TX 78957

**CITY:**

Jennifer Lynch  
City Secretary  
City of Smithville  
317 Main St.  
Smithville, TX 78957

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 \_\_\_\_\_, 2021.

**DISTRICT:**

BY: \_\_\_\_\_

Cheryl Burns  
Superintendent of Schools  
Smithville Independent School District

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY:**

BY: \_\_\_\_\_

Robert Tamble  
City Manager  
City of Smithville