

**AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN
FLATONIA INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FLATONIA**

WHEREAS:

- I. The Flatonia Independent School District, ("District") and the City of Flatonia, ("City") collectively referred to hereinafter as the "Entities" or "Participating Entities", are political subdivisions of the State of Texas which intend to hold their annual general elections jointly on the May uniform election date; and**
- 2. 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**
- 3. 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; and**
- 4. It would encourage greater voter participation and be convenient to the voters for the District and the City, to hold a joint election in the election precincts that can be served by common polling places insofar as possible.**

NOW, THEREFORE, pursuant to 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 Participating Entities acting by and through their respective governing bodies, as follows:

I. Scope of the Election Agreement

The District and the City will each contract annually with Fayette County for election, services to be provided in any joint general elections between the Entities.

II. Election Judges, Officers, and Clerks

Determinations regarding the appointment of Election Judges, Officers and Clerks for the joint election shall be made by each Entity in accordance with each Entity's annual contract with Fayette County for election services in the joint general election.

III. Early Voting

Early voting shall be conducted in accordance with the terms and conditions of each Entity's annual contract with Fayette County for election services in the general joint elections. The Entities will share common early voting locations as provided in their respective annual contracts with Fayette County for election services in their joint general election.

IV. Election Day

The Entities will share common election-day voting locations as provided in their respective annual contracts with Fayette County for election services in the joint general elections conducted pursuant to this agreement.

V. Joint Election Costs: Payment

- A. Allocation and Payment of Costs. The allocation and payment of costs of each joint general election will be determined by each Entity in its annual election services contract with Fayette County.
- B. Cancellation. In the event any Participating Entity cancels its election because of unopposed candidates under Subchapter C of Title 1 the Texas Election Code, the rights, duties and responsibilities of each remaining Entity shall be determined in accordance with that Entity's annual election services contract with Fayette County for the joint general election. In no event shall the canceling Entity have any responsibility or obligation under this agreement to make payment to any other Participating Entity after issuing an order canceling its election.

VI. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of each Joint Election, and discuss and resolve any problems which might arise regarding each Joint General Election.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities. This agreement remains in force and effect unless terminated by either party by giving 120 days written notice prior to the next May uniform election date. Such written notice shall be provided by certified mail to the other party.
- C. Authority to Execute. Each Entity agrees and certifies that each undersigned signatory has full authority to execute this agreement on behalf of the respective Entity.
- D. Custodian of Records. Each Participating Entity will serve as its 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, subject to the terms and condition of each Entity's annual contract with Fayette County.

VII. Miscellaneous Provisions

- A. Venue and Choice of law. The Entities agree that the venue for any dispute arising under this Agreement will lie in the appropriate courts of Fayette 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.

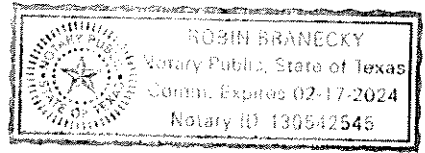
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed, and supersede all prior agreements, including prior election services contracts relating to each Entity's general election conducted under the terms of this agreement. 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
- 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.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this 8th day of March, 2021.

[Signature]
Flatonia ISD Board President

3/8/21
Date

Robin Brancey
Notary



CITY OF FLATONIA, TEXAS

BY: [Signature]
Bryan Milson, Mayor

3/17/2021
Date

ATTEST:
[Signature]
Heather Ambrose
City Secretary

APPROVED AS TO FORM:
[Signature]
Maria Angela Flores Beck City Attorney