

Minutes  
Bastrop/Travis Counties ESD No.1  
July 21, 2020

The Bastrop/Travis Counties ESD No. 1 met on Zoom video conferencing app and the Elgin Fire Department on July 21, 2020. Attending the meeting were Commissioners Tommy McCullough, Larry Foehner, Carl Newstrom, Julius Schwartz and Wayne Skubiata. A quorum was present at the meeting. The ESD staff members, Elgin and McDade Fire Department representatives were also present.

Pledge of Allegiance;

1. The Pledge of Allegiance was led by Vice President Julius Schwartz.

Call Meeting to Order;

2. The meeting was called to order by Vice President Julius Schwartz at 6:35P.M. Proper notice has been posted.

Public Comments:

3. There were no public comments.

Public Comments on Agenda Items.

4. There were no public comments on agenda items.

Reports

5. Receive monthly report from the Treasurer and consider; Commissioner Foehner presented the monthly treasurer report.

(A). approval of payment of monthly bills and invoices; A motion was made by Commissioner Newstrom and seconded by Commissioner Skubiata to approve payments of monthly bills and invoices. Motion passed.

(B). approval of monthly financial report; and. A motion was made by Commissioner Newstrom and seconded by Commissioner Schwartz to approve the monthly financial report. Motion passed unanimously. See attachment.

(C). action regarding amendments to budget for FY2020; A motion was made by Commissioner Schwartz and seconded by Commissioner Foehner to amend the budget as follows:

Move \$16,938.56 from fund balance to account #300.61  
Move \$5,400.00 from account #100.41 to account #600.511  
Move \$5,000.00 from account #200.81 to account #300.51  
Move \$500.00 from account #100.11 to account #400.421A  
Move \$5.00 from account #500.4 to account #500.3  
Move \$1000.00 from account #500.11B to account #500.11D  
Move \$604.96 from account #500.121 to account #500.122  
Move \$1,547.91 from account #500.17 to account #500.123

Move \$1,000.00 from account #100.12 to account #200.82  
Move \$2,000.00 from account #100.12 to account #300.82  
Move \$1,452.50 from account #200.42 to account #300.52  
Move \$1,000.00 from account #600.511 to account #300.52  
Move \$1,000.00 from account #700.12 to account #200.82  
Move \$200.00 from account #600.51 to account #300.82  
Motion passed unanimously. See attachments.

(D). review and approve quarterly investment report for 2<sup>nd</sup> quarter. The quarterly investment report for 2<sup>nd</sup> quarter was not available at this time.

6. Receive monthly report from Elgin Volunteer Fire Department regarding emergency operations, response times, call volume, training, management activities and membership; The monthly report for the Elgin Volunteer Fire Department was presented by Chief Randy Reyna. He reported calls for the month of June.

7. Receive monthly report from McDade Volunteer Fire Department regarding emergency operations, response times, call volume, training, management activities and membership; The monthly report for the McDade Volunteer Fire Department was presented by Chief Rey Ramirez. He reported calls for the month of June.

8. Receive monthly report from the First Responder Unit regarding emergency operations, response times, call volume, training, and management activities and personnel issues; The monthly report for the First Responder Unit was not available at this time.

9. Receive monthly commissioner activity reports; There was no commissioner activities to report at this time.

#### Discussion/Action Items

10. Discuss and consider approval of minutes for the February 18, 2020 regular meeting, June 16, 2020 regular meeting, June 23, 2020 special meeting, July 7, 2020 special meeting, and July 14, 2020 special meeting; A motion was made by Commissioner Schwartz and seconded by Commissioner Fohner to approve the minutes. Motion passed unanimously.

11. Discuss and consider taking action regarding 2020-21 budget. A motion was made by Commissioner Newstrom and seconded by Commissioner Skubiata to approve the 2020-21 final budget. Motion passed unanimously. See attachment.

12. Discuss and consider amendments to service provider contracts; This item was tabled.

13. Discuss and consider contracting with Medack & Oltmann, LLP, CPA to conduct FY20 audit; A motion was made by Commissioner Fohner and seconded by

Commissioner McCullough to approve the contract with Medack & Oltmann, LLP, CPA to conduct FY20 audit. Motion passed unanimously. See attachment.

14. Discuss and consider purchase of new skid unit for McDade truck; After some discussion a motion was made by Commissioner Skubiata and seconded by Commissioner Newstrom to approve the purchase of new skid unit for McDade truck. Motion passed unanimously.

15. Discuss and consider taking action on the cost and recovery program. The board addressed both Elgin and McDade Fire Departments, that it was in their contracts that all incidents meeting the right criteria will be reported to the cost and recovery program. No exceptions.

16. Discuss and consider McDade and Elgin Fire Departments sending incident reports to the state; The board addressed both Elgin and McDade Fire Departments, that it was in their contracts that all incident reports will be reported to the state. No exceptions.

17. See Supplemental Agenda for election items;

1. Discuss and consider approval of the Contract for Election Services with Bastrop County for the November 3, 2020 election, approval of required payment for those services, and a Resolution Approving Contract for Election Services for Bastrop County. A motion was made by Commissioner Newstrom and seconded by Commissioner Foehner to approve the Contract for Election Services with Bastrop County for the November 3, 2020 election, approve of required payment for those services, and a Resolution Approving Contract for Election Services for Bastrop County. Motion passed unanimously.

2. Discuss and consider approval of the Contract for Election Services with Travis County for the November 3, 2020 election, approval of required payment for those services, and a Resolution Approving Contract for Election Services for Travis County. A motion was made by Commissioner Newstrom and seconded by Commissioner Schwartz to approve the Contract for Election Services with Travis County for the November 3, 2020 election, approve of required payment for those services, and a Resolution Approving Contract for Election Services for Travis County. Motion passed unanimously.

3. Discuss and consider approval of the Revised Order Calling November 3, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1; A motion was made by Commissioner Skubiata and seconded by Commissioner Schwartz to approve the Revised Order Calling November 3, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1. Motion passed unanimously.

4. Discuss and consider approval of the Resolution Authorizing Secretary's Appointment of Agent to Perform Duties During Election Period; A motion was made by Commissioner Skubiata and seconded by Commissioner Foehner to

approve the Resolution Authorizing Secretary's Appointment of Agent to Perform Duties During Election Period; Motion passed unanimously.

5. Discuss and consider approval of an Order Adopting and Implementing the Use of Electronic Voting Systems in Addition to Paper Ballots in District Elections; A motion was made by Commissioner Foehner and seconded by Commissioner Newstrom to approve the Order Adopting and Implementing the Use of Electronic Voting Systems in Addition to Paper Ballots in District Elections. Motion passed unanimously.

6. Authorize District's Attorney to give Notice of Election for the November 3, 2020; and A motion was made by Commissioner Schwartz and seconded by Commissioner McCullough to Authorize District's Attorney to give Notice of Election for the November 3, 2020. Motion passed unanimously.

7. Discuss and consider any other matters in connection with the District's November 3, 2020, election. There were no other matters in connection with the District's November 3, 2020 election to discuss at this time. See attachments.

18. Discuss and consider repair and maintenance of the District's facilities and equipment; McDade reported that they are still trying to get a bid on installing exhaust fans over the meeting room attic to help with the condensation and heat.

19. Discuss agenda, time and date for next meeting. A motion was made by Commissioner Foehner and seconded by Commissioner Newstrom for the next regular meeting to be held on August 18, 2020 at 6:30P.M. at the Elgin Fire Station or Zoom video conferencing app. Motion passed unanimously.

A motion was made by Commissioner Foehner and seconded by Commissioner Newstrom to adjourn the meeting at 7:41P.M. Motion passed unanimously.

Vice President Schwartz adjourned the meeting.



Carl Newstrom, Secretary  
Board of Commissioners  
Bastrop/Travis Counties ESD No.1

BTCESD#1  
2019-2020 Treasurer's Report  
As of July 21, 2020

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	<u>Jul 21, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
Texas Class	310,011.02
Debit Card Account	4,430.52
Money Market	1,389,135.62
ESD Checking	67,530.61
Total Checking/Savings	<u>1,771,107.77</u>
Total Current Assets	<u>1,771,107.77</u>
TOTAL ASSETS	<u><u>1,771,107.77</u></u>
LIABILITIES & EQUITY	0.00

BTCESD#1 Budget Change Request Form

NAME OF DEPARTMENT ELGIN FIRE DEPARTMENT

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

TRANSFER FROM				TRANSFER TO			
Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1 FUND BALANCE		\$16,938.56		300.61 Mechanical	\$24,000.00	\$16,938.56	\$40,938.56
2							
3							
4							
5							
6							
7							
8							
9							
10							

Fire Department Approval KE Date 7-7-2020

ESD Approval Curt Hartman Date 7/21/20



BTCESD#1 Budget Change Request Form

NAME OF DEPARTMENT ELGIN FIRE DEPARTMENT

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

TRANSFER FROM

TRANSFER TO

	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1	100.41 Foam	5500.00	-5400.00	100.00	600.511 Training Expenses	8000.00	+5400.00	13,400.00
2								
3								
4								
5								
6								
7								
8								
9								
10								

Fire Department Approval

*[Signature]*

Date 7/2/20

ESD Approval

*[Signature]*

Date 7/21/20



BTCESD#1 Budget Change Request Form

NAME OF DEPARTMENT ELGIN FIRE DEPARTMENT

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

TRANSFER FROM

TRANSFER TO

	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1	200.81 General Building Maintenance	12,000.00	-5000.00	7000.00	300.51 Misc. Parts & Supplies	10,000.00	+5000.00	15,000.00
2								
3								
4								
5								
6								
7								
8								
9								
10								

Fire Department Approval

*[Signature]*

Date 7/2/20

ESD Approval

*[Signature]*

Date 7/21/20





**BTCESD#1 Budget Change Request Form**

NAME OF DEPARTMENT ELGIN FIRE DEPARTMENT

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

**TRANSFER FROM**

**TRANSFER TO**

	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1	100.11 Fire Hose	3500.00	-500.00	3000.00	400.421A Copier	2000.00	+500.00	2500.00
2								
3								
4								
5								
6								
7								
8								
9								
10								

Fire Department Approval

*[Signature]*

Date 7/2/20

ESD Approval

*[Signature]*

Date 7/21/20

NAME OF DEPARTMENT

FRI

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

TRANSFER FROM:				TRANSFER TO:				
Item #	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1	500.4 FR1 Training	2,100.00	(5.00)	2,095.00	500.3 Dues/Subscriptions	50.00	5.00	55.00
2	500.11B Misc	7,000.00	(1,000.00)	6,000.00	500.11D Office Supplies	700.00	1,000.00	1,700.00
3	500.121 Fuel	4,000.00	(604.96)	3,395.04	500.122 Mntc	1,800.00	604.46	2,404.86
4	500.17 BCFRA - Aide	7,500.00	(1,547.91)	5,952.09	500.123, tires, other	1,600.00	1,547.91	3,147.91
5								
6								
7								
8								
9								
10								

Department approval

Date

ESD Board Approval

Date

*[Signature]*

7/21/20

NAME OF DEPARTMENT McDade VFD

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

Item #	Budget Account & Description	TRANSFER FROM:		TRANSFER TO:	
		Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Amount After Transfer
1	200.42 Theodora Camera	8500.00	1452.50	7047.50	300.52
2	700.12 Training Expense	8,000.00	1,000.00	7,000.00	Misc. Parts & Supplies
3	600.51 Radio/Paras. New	20,000.00	1,000.00	19,000.00	Misc. Parts & Supplies
4	Training Expense	7,000.00	200.00	6,800.00	300.82
5					General Building Maint
6					General Maint.
7					
8					
9					
10					



Department approval [Signature] Date 7-20-20  
 ESD Board Approval [Signature] Date 7/21/20

NAME OF DEPARTMENT

McDada WFD

YOU MUST USE THE 2ND COLUMN ON YOUR BUDGET REPORT

Item #	Budget Account & Description	TRANSFER FROM:		TRANSFER TO:				
		Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer	Budget Account & Description	Budget Amount Before Transfer	Amount (+ or -)	Budget Amount After Transfer
1	Fire Hose 100.12	5,000	1,000	4,000.00	200.82 Gen. Build mnds	7,032.75	1,000.00	8,032.75
2	Fire 100.12	5,000	2,000.00	3,000.00	300.82 Gen. mnt.	3,200.00	2,000.00	5,200.00
3								
4								
5								
6								
7								
8								
9								
10								

Department approval  Date 7-7-20  
 ESD Board Approval  Date 7/21/20



MEDACK & OLTMANN, LLP  
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

James E. Medack, CPA  
Melodi J. Oltmann, CPA

PROFESSIONAL STAFF

Remington O'Dell, CPA  
Ashton McGonagle

MEMBERS

American Institute of  
Certified Public Accountants

Texas Society of  
Certified Public Accountants

June 11, 2020

To Board of Commissioners

Bastrop-Travis Counties Emergency Services District No. 1  
P.O. Box 852  
Elgin, Texas 78621

We are pleased to confirm our understanding of the services we are to provide Bastrop-Travis Counties Emergency Services District No. 1 for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bastrop-Travis Counties Emergency Services District No. 1 as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Bastrop-Travis Counties Emergency Services District No. 1's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Bastrop-Travis Counties Emergency Services District No. 1's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budget to Actual Comparison
- 3) GASB 68-required supplementary pension information

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Bastrop-Travis Counties Emergency Services District No. 1's financial statements. Our report will be addressed to the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

PO Box 2153, 711 Old Austin Highway • Bastrop, Texas 78602 • ph 512.321.3951 fax 512.321.5014

PO Box 237, 321 N Main St • Giddings, Texas 78942 • ph 979.542.3713 fax 979.542.0061

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Medack & Oltmann, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

James Medack, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$6,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be

encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Bastrop-Travis Counties Emergency Services District No. 1 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Very truly yours,

*Medack & Oltmann, LLP*

Medack & Oltmann, LLP

RESPONSE:

This letter correctly sets forth the understanding of Bastrop-Travis Counties Emergency Services District No. 1.

Management signature: *Larry Johnson*

Title: Treasurer

Date: 7-21-20

**AGENDA ITEM NO. 11**



**RESOLUTION ADOPTING BUDGET**

THE STATE OF TEXAS §  
COUNTIES OF BASTROP AND TRAVIS §

BE IT RESOLVED BY THE BOARD OF EMERGENCY SERVICES COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

WHEREAS, the Board of Emergency Services Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 (“District”) has projected the operating expenses and revenues for the District for the period of October 1, 2020 through September 30, 2021;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

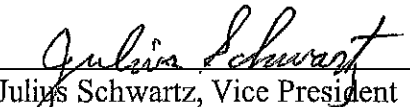
Section 1. The Board of Commissioners wishes to adopt this Resolution and the District’s operating budget. The Operating Budget attached hereto as Exhibit “A” is part of this Resolution.

Section 2. The Secretary of the Board of Commissioners is directed to file a copy of this Resolution Adopting Budget in the official records of the District.

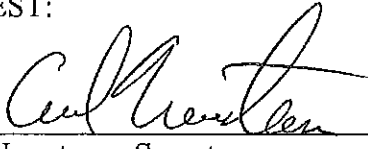
ADOPTED this 21<sup>st</sup> day of July, 2020.

(SEAL)

BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1

  
 \_\_\_\_\_  
 Julius Schwartz, Vice President  
 Board of Commissioners

ATTEST:

  
 \_\_\_\_\_  
 Carl Newstrom, Secretary  
 Board of Commissioners

**EXHIBIT A**

**Adopted Operating Budget**

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget		Budget		Budget		Budget	
Income								
Income								
Tax Revenue								
Bastrop Central Appraisal Dist								
BCAD - Taxes		1,383,044.00						
Travis Co Central Appraisal Dist								
TCAD - Taxes		210,670.00						
Total Tax Revenue		1,593,714.00						
Tax Refund								
Bastrop County								
Tax Refund - Other								
Other Inc								
Bastrop Central Appraisal Dist								
Travis County ESD#13		30,000.00						
Fire Recovery								
Misc Income								
Interest Inc								
Insurance Refund/Reimbursement								
Total Expected Income		1,623,714.00						
Final Approved Budget for 2020-2021								
100 Operations - Fire Fighting								
100.1 Fire Hose								
100.11 EVFD			3,500.00					
100.12 MVFD					12,000.00			
100.2 Hand Tools								
100.21 EVFD			2,000.00					
100.22 MVFD					1,000.00			
100.3 Nozzles and Valves								

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
100.31 EVFD			3,000.00		4,000.00			
100.32 MVFD								
100.4 Foam								
100.41 EVFD			5,500.00					
100.42 MVFD					1,200.00			
100.5 Protective Clothing								
100.51 EVFD			25,000.00					
100.52 MVFD					20,000.00			
100.6 Janitorial supplies								
100.61 EVFD			500.00					
100.62 MVFD					600.00			
100.62A MVFD - Cleaning					1,300.00			
100.7 Uniforms/Badges								
100.711A EVFD			2,000.00					
100.72 MVFD					4,000.00			
100.8 Absorbents/Pads								
100.81 EVFD			300.00					
100.82 MVFD					300.00			
100.9 Misc Equip/Appliances								
100.91 EVFD - Other			5,000.00					
100.92 MVFD					3,000.00			
100.10 Rehab supplies								
100.101 EVFD			500.00					
100.102 MVFD					1,500.00			
200 Equipment & Bldg Mtrnc								
200.1 Gas Monitoring								
200.11 EVFD			2,000.00					
200.2 Extinguishers								
200.21 EVFD			1,000.00					

BTCS&D#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
200.22 MVFD					1,000.00			
200.3 SCBA/Compressor								
200.31 EVFD - Certifications			2,000.00					
200.32 EVFD - Cascade			3,000.00					
200.33 MVFD - Certifications					3,000.00			
200.4 Thermal Imaging Camera								
200.41 EVFD			200.00					
200.42 MVFD								
200.5 Overhead doors								
200.51 EVFD								
200.52 MVFD			4,500.00					
200.6 HVAC Replacement/Repairs								
200.61EVFD								
200.62 MVFD			750.00					
200.7 Ice Makers Mntc/Repairs								
200.71 EVFD								
200.72 MVFD			750.00					
200.8 General Building Mntc								
200.81 EVFD								
200.82 MVFD			12,000.00					
200.9 Misc equipment repair								
200.91 EVFD								
200.911 EVFD Generator Mntc			4,500.00					
200.92 MVFD								
200.921 MVFD -Generator Mntc					1,200.00			
200.922 MVFD - Other					1,000.00			
300 Fleet Maintenance								
300.1 Apparatus Batteries								
300.11 EVFD			2,000.00					

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget		Budget		Budget		Budget	
300.12 MVFD					1,500.00			
300.2 Fuel and Lube								
300.21 EVFD			8,000.00					
300.22 MVFD					4,000.00			
300.3 Tires								
300.31 EVFD			6,000.00					
300.32 MVFD					4,000.00			
300.4 Certifications-Pump, etc								
300.411 EVFD Apparatus Pumps			6,000.00					
300.412 EVFD Rescue Tool Certs			3,500.00					
300.421 MVFD					6,000.00			
300.422 MVFD Rescue Tool Certs					2,000.00			
300.5 Misc Parts & Supplies								
300.51 EVFD			10,000.00					
300.52 MVFD					3,000.00			
300.6 Mechanical Costs-labor								
300.61 EVFD			24,000.00					
300.62 MVFD					4,000.00			
300.7 Fleet Inspections								
300.71 EVFD			250.00					
300.72 MVFD					150.00			
300.8 General Maintenance								
300.82 MVFD					5,000.00			
400 Administration								
400.1 Legal Fees								
400.11 EVFD			2,000.00					
400.12 MVFD					500.00			
400.13 ESD								
400.131 - Atty fees	30,000.00							

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD	EVFD	MVFD	FR1
	Budget	Budget	Budget	Budget
400.132 - Election (every 2yrs)	16,000.00			
400.133 - Legal Notices	1,000.00			
400.2 Audit Services				
400.21 EVFD - Audit		2,000.00		
400.22 MVFD - Audit			2,000.00	
400.23 ESD - Audit	6,500.00			
400.3 Bookkeeping				
400.31 EVFD				
400.311 EVFD (ADP)		2,500.00		
400.312 EVFD (CPA)		1,200.00		
400.33 ESD	400.00			
400.4 Office General				
400.41 Software				
400.411 EVFD		7,500.00		
400.411A ERS Reporting		1,420.00		
400.411B ERS CAD Integration		1,750.00		
400.411 EVFD - Other				
400.412 MVFD				
400.412 MVFD - Other			1,500.00	
400.412A ERS Reporting			1,000.00	
400.412B ERS CAD Integration			1,500.00	
400.412C ERS Training (new acct)			200.00	
400.413 ESD	3,000.00			
400.42 Office supplies/equipmen				
400.421 EVFD		1,500.00		
400.421A EVFD - Copier (NEW)		2,000.00		
400.422 MVFD				
400.423 ESD	4,500.00		1,500.00	
400.43 Postage & Shipping				
400.432 MVFD				

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
400.433 ESD	500.00							
400.44 General Mntc & Repair								
400.441 ESD	400.00							
400.442 ESD Janitorial (NEW)	4,000.00							
400.5 Insurance								
400.51 Vehicle Insurance	21,000.00							
400.52 Worker's Comp Insurance								
400.521 WorkerComp 1st Respond	9,000.00							
400.522 Worker Comp other	9,000.00							
400.53 Accident & Sickness Insu	6,500.00							
400.54 Liability & Property Ins	24,000.00							
400.6 Fire Chief Stipend								
400.61 EVFD		15,000.00						
400.62 MVFD			9,000.00					
400.7 Mileage Reimbursement								
400.71 EVFD		70,000.00						
400.72 MVFD			6,000.00					
400.8 Personnel Cost - Adm,etc								
400.10 Personnel Cost FICA	1,200.00	1,000.00					15,000.00	
400.82 EVFD Fire Prevention								
400.83 Admn Asst								
400.831 EVFD								
400.8311 Admin Asst		22,000.00						
400.8312 employer liability		4,000.00						
400.832 MVFD Admin Asst			7,000.00					
400.833 ESD Admin Asst	11,000.00							
400.84 EVFD Station Labor		1,500.00						
400.85 MVFD Station Labor			2,500.00					
400.9 SFFMA Dues								
400.911 EVFD Dues		2,500.00						



BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget		Budget		Budget		Budget	
400.912 EVFD Certifications			2,000.00		2,000.00			
400.921 MVFD Dues					500.00			
400.922 MVFD Certifications								
400.11 Lab - Health screening			2,000.00					
400.111 EVFD								
400.12 Awards Program								
400.121 EVFD			2,500.00					
400.15 Tax Services (ESD only)								
400.151 Appraisal District			16,000.00					
400.152 Tax Collection Service								
400.1521 County collection fees								
400.1521A McCreary -atty fees			4,000.00					
400.1521B Bastrop Co Parcels			30,000.00					
400.16 Dispatch fund (ESD only)								
400.162 - 800 Radios user fees			35,000.00					
400.164 Active 911 - EVFD				1,000.00				
400.165 Active 911 - MVFD					500.00			
500 First Responders								
500.1 Medical Supplies								
500.11 Uniforms/Badges							2,000.00	
500.12 Personal Protective Gear							2,500.00	
500.13 Medical Supplies other							8,000.00	
500.2 Recertification Fees							500.00	
500.3 Dues/Subscriptions							0.00	
500.4 First Responders Training							2,000.00	
500.5 Lab Work (personnel)							150.00	
500.6 Rehab supplies							600.00	
500.7 Computers/Software							0.00	
500.8 Capital AW/ACS - page serv							1,000.00	

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
500.9 Radio/Handheld sets								
500.92 FR1 Radios (new)							5,000.00	
500.93 FR1 Batteries							500.00	
500.94 FR1 Repairs							300.00	
500.10 EVFD 1st Responder reimb							160,500.00	
500.101 1st responder salaries								
500.102 Employee Insurance								
500.102A Health - BCBS							21,000.00	
500.102B Dental								
500.102C Vision								
500.102 Employee Insurance - Other							250.00	
500.105 PTO							13,000.00	
500.106 Retirement (New)							6,000.00	
500.103 Employee Other (CS)								
500.104 Texas Workforce Comm								
500.11 1st responders - MISC								
500.11B Furniture/Appliances							5,000.00	
500.11C Janitorial							500.00	
500.11D Office Supplies							900.00	
500.12 FR1 Vehicle								
500.121 Fuel							4,000.00	
500.122 Maintenance							3,000.00	
500.123 Batteries, tires, supplies							2,000.00	
500.14 FR1 SFFMA dues							300.00	
500.15 FR1 Vol reimb mileage							2,000.00	
500.16 FR1 ESO Solutions							1,000.00	
500.17 BCFRA - Aide							7,500.00	
600 Travel & Training								
600.1 A&M Fire School(not used)								

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD Budget	EVFD Budget	MVFD Budget	FR1 Budget
<b>600.5 Travel/Training Expenses</b>				
600.51 EVFD				
600.511 Training Expense		8,000.00		
600.512 Training Reimbursement		8,000.00		
600.52 MVFD				
600.521 Training Expense			8,000.00	
600.522 Training Reimbursement			6,000.00	
600.53 ESD				
600.531 Sated Membership	1,200.00			
600.532 Training	5,000.00			
600.533 ESD Board Misc Expenses	4,500.00			
<b>700 Communications</b>				
700.1 Radios/Pagers - New				
700.11 EVFD		20,000.00		
700.12 MVFD			20,000.00	
700.2 Comm Supplies/Equip				
700.21 EVFD		1,500.00		
700.22 MVFD			750.00	
700.3 Radio Repairs				
700.31 EVFD		1,000.00		
700.32 MVFD			500.00	
700.6 Radio Tower/Conn (ESD)	1,000.00			
<b>800 Fire Prevention</b>				
800.1 Supplies/Materials				
800.11 EVFD		2,000.00		
800.12 MVFD			3,000.00	
<b>1000 Utilities</b>				

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD		EVFD		MVFD		FR1	
	Budget		Budget		Budget		Budget	
1000.1 Water-Sewer								
1000.11 EVFD			2,000.00					
1000.12 MVFD								
1000.121 Burgh's Septic					600.00			
1000.122 MVFD Station					800.00			
1000.13 ESD		1,000.00						
1000.2 Electricity								
1000.21 EVFD			11,000.00					
1000.22 MVFD					6,100.00			
1000.23 ESD		1,800.00						
1000.3 Gas								
1000.31 EVFD			2,500.00					
1000.31A EVFD new addition			1,000.00					
1000.32 MVFD					4,000.00			
1000.4 Trash Pickup								
1000.41 EVFD			2,500.00					
1000.5 Telephone/Internet								
1000.51 EVFD								
1000.511 EVFD - Other			5,000.00					
1000.512 EVFD - Cable			2,600.00					
1000.52 MVFD					3,500.00			
1000.53 ESD		2,000.00						
1000.54 FR1 phone						1,800.00		
1100 Capital Outlay								
1100.42 EVFD - Dryer (new acct)			8,985.00					
1200.1 Debt Service Pmt Acct								
1200.17 New Addition Principal			32,000.00					
1200.17A New Addition Interest			20,000.00					

BTCESD#1  
2020-2021 APPROVED BUDGET

	ESD Budget	EVFD Budget	MVFD Budget	FR1 Budget	
1200.18 New Trucks(3) Principal	58,500.00				
1200.18A Interest	15,000.00				
<b>TOTAL WORKING BUDGET</b>	<b>375,000.00</b>	<b>359,205.00</b>	<b>189,300.00</b>	<b>266,300.00</b>	<b>1,189,805.00</b>
New Station Fund (new acct # to be assigned)	250,000.00				
New ESD Equipment fund (new acct # to be assigned)	100,000.00				
<b>COMBINED TOTAL BUDGET</b>	<b>725,000.00</b>	<b>359,205.00</b>	<b>189,300.00</b>	<b>266,300.00</b>	<b>1,539,805.00</b>

The 2020-2021 Budget for Bastrop Travis Counties #1 was approved on:

Date 7/21/20

*Paulina Schwartz* President

*Paul Neath* Secretary

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS

§

COUNTIES OF BASTROP AND TRAVIS

§

§

The undersigned officer of the Board of Commissioners (“Board”) of Bastrop-Travis Counties Emergency Services District No. 1 hereby certifies as follows:

1. The Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 (“District”) convened in regular session on the 21<sup>st</sup> day of July, 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station, 111 North Avenue C, Elgin, Texas, and the following officers and members of the Board:

Tommy McCullough	-	President
Julius Schwartz	-	Vice President
Carl Newstrom	-	Secretary
Larry Foehner	-	Treasurer
Wayne Skubiata	-	Asst. Secretary/Treasurer

were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, a:

**RESOLUTION ADOPTING BUDGET**

was introduced for the consideration of the Board. It was then moved and seconded that the Resolution Adopting Budget (“Resolution”) be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been recorded in the District’s minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the 21 day of July, 2020.



Carl Newstrom, Secretary  
Board of Commissioners

THE STATE OF TEXAS

§

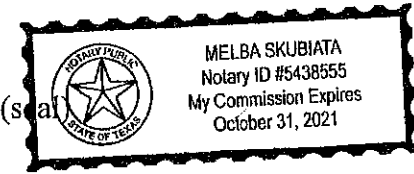
COUNTIES OF BASTROP AND TRAVIS

§

§

This instrument was acknowledged before me on the 21 day of July, 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.

Notary Public Signature



**AGENDA ITEM NO. 17**



**ELECTION ITEM NO. 1**

**RESOLUTION APPROVING CONTRACT FOR ELECTION SERVICES  
(Bastrop County)**

STATE OF TEXAS                                 §  
  §  
COUNTIES OF BASTROP AND TRAVIS §

WHEREAS, BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 (the “District”) is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas; and

WHEREAS, at its December 17, 2019 meeting, the District’s Board of Emergency Services Commissioners adopted an Order Calling May 2, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1; and

WHEREAS, Governor Greg Abbott declared a state of emergency on March 13, 2020, certifying that the novel coronavirus (also known as COVID-19) “poses an imminent threat of disaster”; and

WHEREAS, the District postponed its election to the November 3, 2020 uniform election date as permitted by the March 18, 2020 Proclamation issued by Governor Greg Abbott allowing political subdivisions “hold[ing] elections on May 2, 2020, to move their general and special elections ... to the next uniform election date, occurring on November 3, 2020”; and

WHEREAS, the District desires to enter into a contract for election services with Bastrop County (the “County”) as authorized by § 31.092 of the Texas Election Code (the “Code”) pursuant to which the County will provide and administer election services at the District’s elections; and

WHEREAS, the District and possibly various other political subdivisions located entirely or partially within the County are each holding elections on November 3, 2020; and

WHEREAS, Chapter 271 of the Code provides that, if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same territory, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, Chapter 271 of the Code further provides that the regular county polling places may be used as the common polling places in a joint election; and

WHEREAS, the Board of Commissioners of the District has determined that it is in the best interest of the District and its voters to conduct its November 3, 2020 election jointly with one or more of the political subdivisions located entirely or partially within the County which have called or will call an election to be held on November 3, 2020, in all or part of the same territory, in that a joint election will best assist the voters of the District by maintaining consistency and accessibility in voting practices, polling places, and election procedures; and

WHEREAS, Section 271.002 of the Code requires the terms of a joint election agreement to be stated in a resolution, order, or other official action adopted by the governing body of the political subdivision participating in the joint election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

Section 1. The findings and facts recited in the preamble of this Resolution are made a part hereof and are found to be true and correct.

Section 2. The form of the "Contract for Election Services and Agreement to Conduct Joint Election" between the District and the County attached as Exhibit "A" is hereby approved, that such Contract contains provisions for conducting joint elections, should another political subdivision desire to join in this election, and that the officers and commissioners of the District are authorized to carry out the negotiation and execution of such agreement.

Section 3. The officers and consultants of the District are authorized and directed to take all actions necessary or convenient to carry out the terms of this Resolution.

PASSED AND APPROVED this 21<sup>st</sup> day of July 2020.

BASTROP-TRAVIS COUNTIES  
EMERGENCY SERVICES DISTRICT  
NO. 1

By: Julius Schwartz  
Julius Schwartz, Vice President  
Board of Commissioners

ATTEST:

Carl Newstrom  
Carl Newstrom, Secretary  
Board of Commissioners

**EXHIBIT A**

**CONTRACT FOR ELECTION SERVICES  
AND  
AGREEMENT TO CONDUCT JOINT ELECTION**

**(Bastrop County)**

**CONTRACT FOR ELECTION SERVICES  
AND  
AGREEMENT TO CONDUCT JOINT ELECTION**

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

This Contract for Election Services and Agreement to Conduct Joint Election (this “Contract”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “COUNTY”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”), and BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DEISTRICT NO. 1 (the “DISTRICT”), a political subdivision of the State of Texas, individually, a “Party” or, collectively, the “Parties,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

**RECITALS**

**WHEREAS**, the DISTRICT and the COUNTY each expect to call an election to be held on November 3, 2020; and

**WHEREAS**, the DISTRICT and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the DISTRICT desires that certain election services for the DISTRICT’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

**WHEREAS**, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on Exhibit “A” attached hereto and made a part hereof; and

**WHEREAS**, the COUNTY, ADMINISTRATOR, and the DISTRICT 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 November 3, 2020, and for certain election services to be provided to the DISTRICT in connection with its election. 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 DISTRICT.

**ARTICLE II  
JOINT ELECTION**

2.01 The COUNTY and the DISTRICT agree to conduct their respective November 3, 2020 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the DISTRICT’S Election Officer and Early Voting Clerk to conduct the DISTRICT’S November 3, 2020 election. As DISTRICT’S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the DISTRICT’S

November 3, 2020 election in compliance with all applicable law, as provided in Article III hereof.

### **ARTICLE III ELECTION SERVICES**

3.01 ADMINISTRATOR agrees to provide to the DISTRICT the following general election services with respect to the DISTRICT'S November 3, 2020 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the DISTRICT will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the DISTRICT with a list for presentation to the governing body of the DISTRICT, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the District for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the DISTRICT;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the DISTRICT;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the

ADMINISTRATOR. The ADMINSTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the DISTRICT in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the DISTRICT as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as "regular early voting clerk" for the DISTRICT to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the DISTRICT will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the DISTRICT.

#### **ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES**

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

#### **ARTICLE V SERVICES NOT PROVIDED BY COUNTY**

5.01 The DISTRICT will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the DISTRICT necessary to the conduct of the election;

(B) preparing the text for the DISTRICT'S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 18, 2020, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the DISTRICT;

(D) conducting the official canvass of the DISTRICT'S election;

(E) having a DISTRICT representative serve as the custodian of its election records; and

(F) filing the DISTRICT'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the DISTRICT designates ADMINISTRATOR to serve as "regular early voting clerk" for the DISTRICT to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the DISTRICT will serve as the Custodian of Records for the DISTRICT to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

## ARTICLE VI TERM

6.01 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 and the election held and administered by ADMINISTRATOR for the DISTRICT hereunder have been completed.

## ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the DISTRICT agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "A". The Parties agree that this is an estimate only and that the DISTRICT is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the DISTRICT if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the DISTRICT. The DISTRICT shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the DISTRICT for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the DISTRICT by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, 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, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of



ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The DISTRICT shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the DISTRICT disputes any portion of the invoice, the DISTRICT shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the DISTRICT in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the DISTRICT.

## ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the DISTRICT, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the DISTRICT on November 3, 2020.

8.03 If the DISTRICT cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the DISTRICT shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the DISTRICT authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 3, 2020 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 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.

8.06 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.

8.07 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.

8.08 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.

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

**DISTRICT:**

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](mailto:kelli@carltonlawaustin.com);

[katy@carltonlawaustin.com](mailto:katy@carltonlawaustin.com)

**COUNTY and ADMINISTRATOR:**

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](mailto:elections@co.bastrop.tx.us)

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 \_\_\_\_\_, 2020.

COUNTY:

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

Paul Pape  
County Judge  
Bastrop County, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 2020.

**ADMINISTRATOR:**

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

Kristin Miles  
Elections Administrator  
Bastrop County, Texas

Executed to be effective the 21 day of July, 2020.

**DISTRICT:**

BY: Julius Schwartz  
Julius Schwartz  
Board Vice President  
Bastrop-Travis Counties ESD#1

# EXHIBIT "A"

## ESTIMATED COST FOR BASTROP-TRAVIS COUNTIES ESD#1

Election Expenses	\$ 9,939.71
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$10,139.71
10% ADMINISTRATIVE FEE	\$ 1,013.97
TOTAL	<u>\$11,153.68</u>

**CERTIFICATE FOR RESOLUTION**

STATE OF TEXAS                                      §  
  §  
COUNTIES OF BASTROP AND TRAVIS       §

The undersigned officer of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 hereby certifies as follows:

1. The Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 convened in regular session on the 21<sup>st</sup> day of July 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station located at 111 North Avenue C, Elgin, Texas 78621, and the following officers and members of the Board:

- Tommy McCullough - President
- Julius Schwartz - Vice President
- Carl Newstrom - Secretary
- Larry Foehner - Treasurer
- Wayne Skubiata - Asst. Secretary/Treasurer

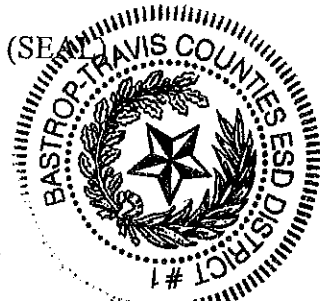
were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, the following:

**RESOLUTION APPROVING CONTRACT FOR ELECTION SERVICES  
(Bastrop County)**

was introduced for the consideration of the Board. It was then moved and seconded that the Resolution Approving Contract for Election Services (“Resolution”) be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been recorded in the District’s minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the 21 day of July 2020.



Carl Newstrom, Secretary  
Board of Commissioners

STATE OF TEXAS

§

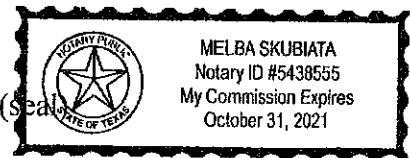
COUNTIES OF BASTROP AND TRAVIS

§

§

This instrument was acknowledged before me on the 21 day of July 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of said District.

Notary Public Signature





**ELECTION ITEM NO. 2**

RESOLUTION APPROVING CONTRACT FOR ELECTION SERVICES  
(Travis County)

STATE OF TEXAS §  
COUNTIES OF BASTROP AND TRAVIS §

WHEREAS, BASTROP-TRAVIS COUNTIES EMERGENCIES SERVICES DISTRICT NO. 1 (the "District") is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas; and

WHEREAS, at its December 17, 2019 meeting, the District's Board of Emergency Services Commissioners adopted an Order Calling May 2, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1; and

WHEREAS, Governor Greg Abbott declared a state of emergency on March 13, 2020, certifying that the novel coronavirus (also known as COVID-19) "poses an imminent threat of disaster"; and

WHEREAS, the District postponed its election to the November 3, 2020 uniform election date as permitted by the March 18, 2020 Proclamation issued by Governor Greg Abbott allowing political subdivisions "hold[ing] elections on May 2, 2020, to move their general and special elections ... to the next uniform election date, occurring on November 3, 2020"; and

WHEREAS, the District desires to enter into a contract for election services with Travis County (the "County") as authorized by § 31.092 of the Texas Election Code (the "Code") pursuant to which the County will provide and administer election services at the District's elections for those portions of the District located in the County; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1:**

Section 1. The findings and facts recited in the preamble of this Resolution are made a part hereof and found to be true and correct.

Section 2. That the "Election Agreement Between Travis County and Bastrop-Travis Counties Emergency Services District No. 1", in a form substantially similar to the attached **Exhibit "A"**, is hereby approved and that the officers and commissioners of the District are authorized to carry out the negotiation and execution of such agreement.

Section 3. That the officers, commissioners, and consultants of the District are authorized and directed to take all actions necessary or convenient to carry out the terms of this Resolution.

PASSED AND APPROVED this 21<sup>st</sup> day of July 2020.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1

By: Julius Schwartz  
Julius Schwartz, Vice President  
Board of Commissioners

ATTEST:



\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners

**EXHIBIT A**

**ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**

**(Travis County)**

# **ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and Bastrop-Travis Counties Emergency Services District No. 1 ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. 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 Participating Entity.

## **Section 1. GENERAL PROVISIONS**

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
  - (1) The term "Election Officer" refers to the Travis County Clerk;
  - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
  - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.

- (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

**SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY**

The County shall make available to the Participating Entity the County's current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

**SECTION 3. APPOINTMENT OF ELECTION OFFICER**

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
    - a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
      - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
      - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
    - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
      - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
      - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
      - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
  - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
  - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
  - (4) Conducting the official canvass of a Participating Entity election;
  - (5) administering the Participating Entity's duties under state and local

- campaign finance laws;
- (6) having a Participating Entity representative serve as the custodian of its election records; and
  - (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) General Counsel for Participating Entity, Kelli Carlton, will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. General Counsel for Participating Entity will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. General Counsel for Participating Entity will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

#### **SECTION 4. ELECTION WORKERS AND POLLING PLACES**

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their



appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

## SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60<sup>th</sup> day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60<sup>th</sup> day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
  - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov), with a copy to [Election.Entities@traviscountytexas.gov](mailto:Election.Entities@traviscountytexas.gov). The Participating

Entity has designated its General Counsel as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: [kelli@carltonlawaustin.com](mailto:kelli@carltonlawaustin.com).

- (2) Initial Cost Estimate. On or before the 60<sup>th</sup> day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 day unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within thirty days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
  - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

## **SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT**

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after June 30, 2020 through January 1, 2021, the Participating Entity shall pay one half of one percent of the cost of the electronic voting system equipment installed at a polling place and one-half of one percent for each

unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

#### **SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS**

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

#### **SECTION 8. COMMUNICATIONS**

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity

elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

## SECTION 9. MISCELLANEOUS PROVISIONS

(A) 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 and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the 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 Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, 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-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1  
c/o The Carlton Law Firm, P.L.L.C.  
Attn.: Kelli Carlton  
4301 Westbank Drive, Suite B-130  
Austin, Texas 78746

TRAVIS COUNTY  
Honorable Dana DeBeauvoir, Travis County Clerk  
1000 Guadalupe Street, Room 222  
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney (or his successor)  
314 West 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Austin, Texas 78701

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. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis 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.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or 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.

(F) 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. 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.

(G) Breach

In the event that Participating Entity or County 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.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity 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.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

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 154.053 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 meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division  
P.O. Box 149325  
Austin, Texas 78714

Bastrop-Travis Counties Emergency Services District No. 1  
Attn.: Larry Foehner, Treasurer  
P.O. Box 852  
Elgin, Texas 78621

With Copy to:

Kelli Carlton  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Drive, Suite B-130  
Austin, Texas 78746

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

*[Signatures on following page]*



**PARTICIPATING ENTITY**

BY: Julius Schwartz  
Julius Schwartz  
Vice President, Board of  
Commissioners

DATE: July 21, 2020

**TRAVIS COUNTY**

BY: \_\_\_\_\_  
Sam Biscoe (or his successor)  
County Judge

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Dana DeBeauvoir  
County Clerk

DATE: \_\_\_\_\_

**CERTIFICATE FOR RESOLUTION**

STATE OF TEXAS

§

COUNTIES OF BASTROP AND TRAVIS

§

§

The undersigned officer of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 hereby certifies as follows:

1. The Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1 convened in regular session on the 21<sup>st</sup> day of July 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station located at 111 North Avenue C, Elgin, Texas 78621, and the following officers and members of the Board:

- Tommy McCullough - President
- Julius Schwartz - Vice President
- Carl Newstrom - Secretary
- Larry Foehner - Treasurer
- Wayne Skubiata - Asst. Secretary/Treasurer

were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, the following:

**RESOLUTION APPROVING CONTRACT FOR ELECTION SERVICES (Travis County)**

was introduced for the consideration of the Board. It was then moved and seconded that the Resolution Approving Contract for Election Services ("Resolution") be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been recorded in the District's minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the 21 day of July 2020.



Carl Newstrom, Secretary  
Board of Commissioners

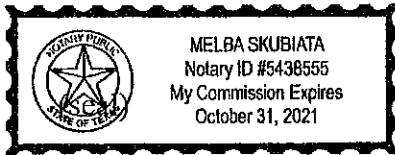
STATE OF TEXAS

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§  
§

COUNTIES OF BASTROP AND TRAVIS

This instrument was acknowledged before me on the 21 day of July 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.

Notary Public Signature



**ELECTION ITEM NO. 3**

**REVISED ORDER CALLING COMMISSIONER ELECTION FOR  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**

THE STATE OF TEXAS                                   §  
   §  
COUNTIES OF BASTROP AND TRAVIS         §

WHEREAS, BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 (“District”) is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas; and

WHEREAS, in accordance with Section 775.035, Texas Health and Safety Code, the election of commissioners shall be held every four years on an authorized uniform election date as provided by Chapter 41, Texas Election Code; and

WHEREAS, a District election is to be held on May 2, 2020, for the election of three commissioners, each of whom will serve a four-year term; and

WHEREAS, at its December 17, 2019 meeting, the Board of Emergency Services Commissioners (“Board”) of the District adopted an Order Calling May 2, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1; and

WHEREAS, the deadline for a candidate to file for a place on the ballot in the District’s election was February 14, 2020, and the District received applications from four candidates, Larry Foehner, Carl Newstrom, Tommy McCullough, and Jodie Lopez (“Candidate Filings”); and

WHEREAS, the deadline for any potential write-in candidate to file a Declaration of Write-In Candidacy was February 18, 2020, and the District received no notice of a write-in candidacy; and

WHEREAS, the District conducted a ballot position drawing on February 28, 2020, to determine the order in which the candidates’ names will appear on the ballot and the results of the drawing were as follows: 1. Tommy McCullough; 2. Carl Newstrom; 3. Jodie Lopez; and 4. Larry Foehner; and

WHEREAS, Governor Greg Abbott declared a state of emergency on March 13, 2020, certifying that the novel coronavirus (also known as COVID-19) “poses an imminent threat of disaster”; and

WHEREAS, on March 24, 2020, the Board postponed the District’s May 2, 2020 election to the November 3, 2020 uniform election date as permitted by the March 18, 2020, Proclamation issued by Governor Greg Abbott (“Proclamation”) allowing political subdivisions “hold[ing] elections on May 2, 2020, to move their general and special elections ... to the next uniform election date, occurring on November 3, 2020”; and

WHEREAS, the Proclamation does not allow for the reopening of any expired deadlines and the Candidate Filings are the only applications received for the District's election; and

WHEREAS, the Bastrop County Elections Administrator and the Travis County Elections Administrator are designated to serve as the Election Officers and Early Voting Clerks to conduct the District's election; and

WHEREAS, the Board wishes to address its election ordered for November 3, 2020, the next available uniform election date, appoint election officials required for the conduct of the election, and adopt this Revised Order Calling Commissioner Election, addressing necessary revisions to the Order Calling Election;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and complete.

Section 2. An election will be held for Bastrop-Travis Counties Emergency Services District No. 1 on November 3, 2020, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing three commissioners for the District.

Section 3. The deadline for filing an application for a place on the ballot was 5:00 p.m. on February 14, 2020, as provided by Section 144.005(a), Texas Election Code, and the Governor's Proclamation does not allow for the reopening of any expired deadlines and the Candidate Filings are the only applications received for the District's election.

Section 4. Notice of the election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code in all respects. The ballots for the election shall comply with the Texas Election Code and be in the form provided by the Bastrop County Election Officer for use on the voting devices and ballots used by Bastrop County and by the Travis County Election Officer for use on the voting devices and ballots used by Travis County.

Section 5. Voting in the election will be by the use of electronic or paper ballots printed in both English and Spanish and conforming to the requirements of the Texas Election Code. Oral bilingual assistance will be available during the election and may be obtained by contacting the Presiding Judge or the Alternate Presiding Judge. The ballots used in the election will have printed on them the names of all candidates having submitted Candidate Filings for the office of commissioner, Tommy McCullough; Carl Newstrom; Jodie Lopez; and Larry Foehner. Each voter may vote for none, one, two, or three persons for commissioner by placing an "X" in the square beside the person's name or persons' names. The ballot will not have a blank space for write-in votes as the deadline for any potential write-in candidate to file a Declaration of Write-In Candidacy was February 18, 2020, and the District received no such notice.

Section 6. The District is hereby divided into election precincts using the election precinct boundaries established by Bastrop County for those areas within the District and within Bastrop County and the election precinct boundaries established by Travis County for those areas within the District and within Travis County.

Section 7. The polling place for each election precinct shall be the polling place(s) established by Bastrop County for such election precincts in the District that are located in Bastrop County and the polling place(s) established by Travis County for such election precincts in the District that are located in Travis County. Early voting dates, times and locations are determined by Bastrop County and Travis County for the conduct of the election within the respective counties. Election day polling places are determined by Bastrop County and Travis County for the conduct of the election within the respective counties.

Section 8. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Bastrop County and Travis County in compliance with the requirements of state law, and such judges and clerks so selected by Bastrop County and Travis County and its appointees are hereby designated as the election officers, judges and clerks, respectively, for holding the election. The presiding judges, alternate presiding judges, and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 9. Early voting in the election by personal appearance shall begin on October 17, 2020 and shall continue through October 30, 2020, unless extended by the Governor of Texas.

Section 10. The Bastrop County Clerk for Early Voting is Kristin Miles, Bastrop County Elections Administrator, and early voting in Bastrop County will be conducted at polling locations established by Bastrop County for early voting. Early voting dates, times and locations for Bastrop County are as published by Bastrop County, and such information is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 11. The Travis County Clerk for Early Voting will be appointed by Travis County and is acceptable to the District. Early voting in Travis County will be conducted at countywide polling locations established by Travis County for early voting. Early voting dates, times and locations for Travis County are as published by County.

Section 12. The Bastrop County Early Voting Clerk's mailing address to which Bastrop County early voting requests for applications and ballots to be voted by mail may be sent is 804 Pecan Street, Bastrop, Texas 78602, or by email to [elections@co.bastrop.tx.us](mailto:elections@co.bastrop.tx.us). The Travis County Early Voting Clerk's mailing address to which Travis County early voting requests for applications and ballots to be voted by mail may be sent is: Elections Division, Travis County Clerk, P.O. Box 149325, Austin, Texas 78714 or by email to [elections@traviscountytexas.gov](mailto:elections@traviscountytexas.gov).

Marked early voting ballots by mail must be returned in accordance with the instructions included in the balloting materials and received no later than 7:00 p.m. on November 3, 2020. Marked early voting ballots by mail, mailed outside the United States, must be received no later than November 9, 2020.

Section 13: The election will be held and conducted and returns made to this Board in accordance with the Texas Election Code, as modified by Section 775.035 of the Texas Health and Safety Code.

Section 14: All qualified residents of the District shall be entitled to vote in the election.

Section 15. At the election, the names of the candidates for the Board of Commissioners shall be submitted to the voters in the District in accordance with the law.

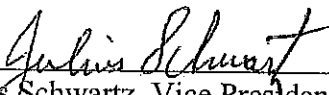
Section 16. The County Clerks are authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein.

Section 17. The Secretary of the Board is directed to cause notice of this election to be published or posted in both English and Spanish in accordance with the requirements of the Texas Election Code.


Section 18. This Order shall take effect immediately.

PASSED AND APPROVED this 21<sup>st</sup> day of July 2020.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1

  
\_\_\_\_\_  
Julius Schwartz, Vice President  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners



**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS §  
 §  
 COUNTIES OF BASTROP AND TRAVIS §

The undersigned officer of the Board of Commissioners (“Board”) of Bastrop-Travis Counties Emergency Services District No. 1 hereby certifies as follows:

1. The Board of Bastrop-Travis Counties Emergency Services District No. 1 (“District”) convened in regular session on the 21<sup>st</sup> day of July 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station located at 111 North Avenue C, Elgin, Texas 78621, and the following officers and members of the Board:

- |                  |   |                           |
|------------------|---|---------------------------|
| Tommy McCullough | - | President                 |
| Julius Schwartz  | - | Vice President            |
| Carl Newstrom    | - | Secretary                 |
| Larry Foehner    | - | Treasurer                 |
| Wayne Skubiata   | - | Asst. Secretary/Treasurer |

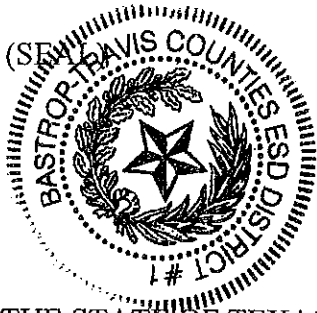
were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, the following:

**REVISED ORDER CALLING COMMISSIONER ELECTION FOR  
 BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1**

was introduced for the consideration of the Board. It was then moved and seconded that the Revised Order Calling Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1 (“Order”) be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Order adopted at the meeting described above is attached to this certificate. The Order has been recorded in the District’s minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Order would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the 21 day of July 2020.



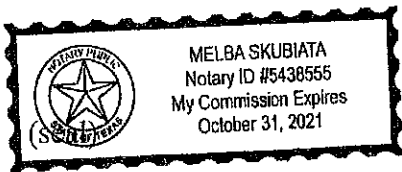
Carl Newstrom, Secretary  
Board of Commissioners

THE STATE OF TEXAS

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§  
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COUNTIES OF BASTROP AND TRAVIS

This instrument was acknowledged before me on the 21 day of July 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.



Notary Public Signature

**ELECTION ITEM NO. 4**

**RESOLUTION AUTHORIZING SECRETARY'S APPOINTMENT OF AGENT TO  
PERFORM DUTIES DURING ELECTION PERIOD**

STATE OF TEXAS                                   §  
  §  
COUNTIES OF BASTROP AND TRAVIS   §

WHEREAS, BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 ("District") is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas; and

WHEREAS, the District is required by the Health and Safety Code to conduct elections for certain statutorily defined purposes;

WHEREAS, all elections held within the State of Texas are governed by the procedures set forth in the Texas Election Code (the "Election Code"), except as otherwise noted therein;

WHEREAS, Section 31.122 of the Election Code requires the secretary of a governing body of a political subdivision to keep his or her office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period (a) beginning not later than the 50<sup>th</sup> day before the date of each general election of the political subdivision or the third day after the date a special election is ordered by an authority of the political subdivision; and (b) ending not earlier than the 40<sup>th</sup> day after election day;

WHEREAS, Section 31.123 of the Election Code provides that, if the secretary of the governing body of a political subdivision does not maintain an office during the hours and days required by Section 31.122 of the Election Code, the secretary must, subject to the approval of the political subdivision's governing body, appoint another officer or employee of the political subdivision as the secretary's agent to perform the duties set forth in Section 31.123 of the Election Code;

WHEREAS, the Secretary of the Board of Commissioners of the District does not maintain an office during all the hours and days required by Section 31.122 of the Election Code and the Board of Commissioners of the District ("Board"), therefore, desires to authorize the Secretary of the Board to appoint an agent in accordance with Section 31.123 of the Election Code;

WHEREAS, the Board previously approved a Resolution Authorizing Secretary's Appointment of Agent to Perform Duties During Election Period, for this election to be held on May 2, 2020, at its December 17, 2019 meeting; and

WHEREAS, Governor Greg Abbott declared a state of emergency on March 13, 2020, certifying that the novel coronavirus (also known as COVID-19) "poses an imminent threat of disaster"; and

WHEREAS, the Board postponed the District's May 2, 2020 election to the November 3, 2020 uniform election date as permitted by the March 18, 2020 Proclamation issued by Governor

Greg Abbott allowing political subdivisions "hold[ing] elections on May 2, 2020, to move their general and special elections ... to the next uniform election date, occurring on November 3, 2020" and

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

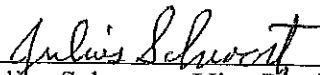
Section 1. The Secretary of the Board is hereby authorized and directed to appoint the attorney for the District as the Secretary's agent to perform the duties set forth in Section 31.123 of the Election Code for each District Election, and to post, on the bulletin board used for posting notice of meetings of the Board, a notice containing the agent's name, the location of the agent's office, the agent's office hours, and duration of the agent's appointment. The notice will remain continuously posted during the minimum period for maintaining the agent's office.

Section 2. A copy of this Resolution will be filed in the official records of the District and will remain in full force and effect and apply to all elections of the District until the Board rescinds or repeals this Resolution or the applicable provisions of the Election Code are repealed or become inapplicable to the District.


Section 3. It is hereby found that the meeting at which this Resolution has been considered and adopted is open to the public as required by law, and that written notice of the time, place, and subject matter of this meeting, and of the proposed adoption of this Resolution, was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code. The Board of Commissioners hereby ratifies and confirms the written notice and the contents thereof.

PASSED AND APPROVED this 21st day of July, 2020.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1

  
\_\_\_\_\_  
Julius Schwartz, Vice President  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners

**NOTICE OF APPOINTMENT OF AGENT REGARDING MAY COMMISSIONER  
ELECTION, *POSTPONED TO NOVEMBER 3, 2020***

TO: ALL PERSONS INTERESTED IN THE COMMISSIONER ELECTION FOR  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1

Notice is hereby given that the undersigned, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, acting pursuant to Section 31.123, Texas Election Code, has, by these presents, appointed Kelli Carlton of The Carlton Law Firm, P.L.L.C., attorney for the District, as the duly authorized agent of the Secretary (the "Agent") for all purposes for the District's Commissioner election (the "Election") to be held on November 3, 2020. The office of the Agent is located at The Carlton Law Firm, P.L.L.C., 4301 Westbank Drive, Suite B-130, Austin, Travis County, Texas 78746, a location outside of the District, and the telephone number is (512) 614-0901. The Agent will be available for election duties for at least three hours each day, during regular office hours, on regular business days, beginning on September 14, 2020, the 50<sup>th</sup> day before the election day, and ending no earlier than December 13, 2020, the 40<sup>th</sup> day after the election day.

The Agent will maintain and make available for inspection and copying those documents described in Section 31.123(c) of the Texas Election Code and shall receive any personally delivered document relating to the election that the undersigned is authorized or required to receive. Additionally, the Agent shall hereby be authorized to perform any ministerial duties in connection with the election that may lawfully be performed.

This notice shall be posted continuously on the board used for posting notices of meetings of the District during the time period described above.

Issued this 21<sup>st</sup> day of July 2020.

BASTROP-TRAVIS COUNTIES EMERGENCY  
SERVICES DISTRICT NO. 1



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Carl Newstrom, Secretary  
Board of Commissioners

**AVISO DE LA CITA DEL AGENTE CON RESPECTO DE LA ELECCIÓN DE COMISIONADOS DE MAYO, APLAZADA HASTA EL 3 DE NOVIEMBRE DE 2020**

A: TODOS LAS PERSONAS INTERESADAS EN LA ELECCIÓN DE COMISIONADOS DEL DISTRITO DE SERVICIOS DE EMERGENCIA NÚMERO 1 DEL CONDADOS DE BASTROP Y TRAVIS

El Aviso por este medio se da que el infrascrito, Secretario de la Junta de Comisionados del Distrito para el Distrito de Servicios de Emergencia Número 1 del Condados de Bastrop y Travis (el "Distrito"), actuando conforme a la Sección 31.123, Código de la Elección de Texas, a designado a Kelli Carlton por este medio como su agente señalado (el "Agente") para todos los propósitos para la Elección de Comisionados (la "Elección") que ocurrirá el 3 de noviembre de 2020. La oficina de la agente está localizada en el Carlton Law Firm, P.L.L.C., 4301 Westbank Drive, Sala B-130, Austin, Condado de Travis, Texas 78746, una localización fuera del Distrito, y el número de teléfono es (512) 614-0901. La Agente estarán disponible para los deberes de la elección por lo menos tres horas cada día, durante las horas regulares de la oficina, en los días laborales regulares, comenzando el 14 de septiembre de 2020, y no terminar antes del 13 de diciembre de 2020, el cuadragésimo día después de la elección.

El agente mantendrá y hará disponible esos documentos que son descritos en la Sección 31.123(c) del Código de la Elección de Texas para la inspección y para copiar y recibirá cualquier documento que se le entrega personalmente referente a la elección que el infrascrito está autorizado o requiere recibir. Además, la agente será autorizada por este medio a realizar cualquier deber ministerial en conexión con la elección que puede ser legalmente realizada.

Este aviso será fijado continuamente en el tablero usada para fijar avisos de las reuniones del Distrito durante el periodo descrito arriba.

Publicado este 21 día de julio de 2020.

EL DISTRITO DE SERVICIOS DE  
EMERGENCIA NÚMERO 1 DEL  
CONDADOS DE BASTROP Y TRAVIS



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Carl Newstrom, Secretario  
La Junta de Comisionados

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS                    §  
  §  
COUNTIES OF BASTROP AND TRAVIS §

The undersigned officer of the Board of Commissioners (“Board”) of Bastrop-Travis Counties Emergency Services District No. 1 hereby certifies as follows:

1. The Board of Bastrop-Travis Counties Emergency Services District No. 1 (“District”) convened in a regular meeting on the 21<sup>st</sup> day of July 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station located at 111 North Avenue C, Elgin, Texas 78621, and the following officers and members of the Board:

Tommy McCullough	-	President
Julius Schwartz	-	Vice President
Carl Newstrom	-	Secretary
Larry Foehner	-	Treasurer
Wayne Skubiata	-	Asst. Secretary/Treasurer

were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, the following:

**RESOLUTION AUTHORIZING SECRETARY’S APPOINTMENT OF AGENT TO  
PERFORM DUTIES DURING ELECTION PERIOD**

was introduced for the consideration of the Board. It was then moved and seconded that the Resolution Authorizing Secretary’s Appointment of Agent to Perform Duties During Election Period (“Resolution”) be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been recorded in the District’s minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.



SIGNED AND SEALED this 21 day of July 2020.

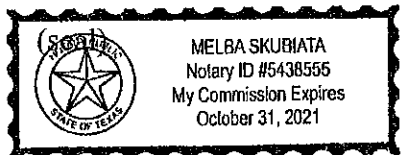


*Carl Newstrom*

Carl Newstrom, Secretary  
Board of Commissioners

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COUNTIES OF BASTROP AND TRAVIS §

This instrument was acknowledged before me on this 21 day of July 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.



*Melba Skubiatka*

Notary Public Signature

**ELECTION ITEM NO. 5**

**ORDER ADOPTING AND IMPLEMENTING  
THE USE OF ELECTRONIC VOTING SYSTEMS  
IN ADDITION TO PAPER BALLOTS IN DISTRICT ELECTIONS**

THE STATE OF TEXAS                             §  
    §  
 COUNTIES OF BASTROP AND TRAVIS         §

WHEREAS, Bastrop-Travis County Emergency Services District No. 1 (“District”) is an emergency services district of the State of Texas, created and operating under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775, Health and Safety Code of the State of Texas;

WHEREAS, Chapter 775 of the Texas Health and Safety Code requires the District to conduct elections for certain statutorily defined purposes;

WHEREAS, all elections held within the State of Texas are governed by the procedures set forth in the Texas Election Code (“Code”), except as otherwise noted therein;

WHEREAS, Section 61.012 of the Code requires the District to have, at each polling place, at least one accessible voting system in order to make voting accessible for disabled voters and the system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot;

WHEREAS, at its December 17, 2019 meeting, the District’s Board of Emergency Services Commissioners adopted an Order Calling May 2, 2020 Commissioner Election for Bastrop-Travis Counties Emergency Services District No. 1; and

WHEREAS, Governor Greg Abbott declared a state of emergency on March 13, 2020, certifying that the novel coronavirus (also known as COVID-19) “poses an imminent threat of disaster”; and

WHEREAS, the District postponed its election to the November 3, 2020 uniform election date as permitted by the March 18, 2020 Proclamation issued by Governor Greg Abbott allowing political subdivisions “hold[ing] elections on May 2, 2020, to move their general and special elections ... to the next uniform election date, occurring on November 3, 2020”; and

WHEREAS, the District is contracting with both Travis and Bastrop Counties to conduct its election and the Counties are responsible for certifying the voting systems that each County uses;

WHEREAS, as of February 11, 2020, the Texas Secretary of State has approved the following direct recording electronic voting systems as accessible voting systems that satisfy the requirements of the Code for use by Bastrop County in conducting its elections:

- (i) Election Systems & Software, Inc. EVS 6.0.2.0 Software;
- (ii) Election Systems & Software, Inc. DS850 Scanner; and
- (iii) Election Systems & Software, Inc. ExpressVote Ballot Marker.

WHEREAS, as of February 11, 2020, the Texas Secretary of State has approved the following direct recording electronic voting systems as accessible voting systems that satisfy the requirements of the Code for use by Travis County in conducting its elections:

- (i) Elections Systems & Software, Inc. EVS 6.0.2.0 Software;
- (ii) Elections Systems & Software, Inc. ExpressVote Ballot Marker;
- (iii) Elections Systems & Software, Inc. DS200 Scanner; and
- (iv) Elections Systems & Software, Inc. DS450 Scanner.

All of the above-referenced systems, together with all direct recording electronic voting systems subsequently certified by the Texas Secretary of State as accessible voting systems, are collectively referred to as the "DRE Voting Systems"; and

WHEREAS, Sections 123.032 and 123.035 of the Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, Section 123.001 of the Code provides that, before a voting system may be used in an election, the Board of Commissioners of the District must, by resolution, order or other official action, adopt the system for use in elections.

IT IS, THEREFORE, ORDERED BY THE BOARD OF COMMISSIONERS OF BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 THAT:

, Section 1. The recitals in this resolution are true and correct and are incorporated in this resolution by reference.

Section 2. The District adopts the use of the DRE Voting Systems referenced above in addition to paper ballots in its elections.


Section 3. The District and/or the county(ies) it contracts with for election services will provide at least one approved DRE Voting System at each polling location during the District's elections.

Section 4. The District may purchase, lease or contract for the use of the DRE Voting Systems used in its elections.


[signature page to follow]

PASSED AND APPROVED this 21<sup>st</sup> day of July 2020.

BASTROP-TRAVIS COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1

  
\_\_\_\_\_  
Julius Schwartz, Vice President  
Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Carl Newstrom, Secretary  
Board of Commissioners

**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS

§

§

COUNTIES OF BASTROP AND TRAVIS

§

The undersigned officer of the Board of Commissioners (“Board”) of Bastrop-Travis Counties Emergency Services District No. 1 (“District”) hereby certifies as follows:

The Board of the District convened in a regular meeting on the 21<sup>st</sup> day of July 2020, by Zoom conference call because of the COVID-19 pandemic and at the Elgin Fire Station, located at 111 North Avenue C, Elgin, Texas 78621, and the following officers and members of the Board:

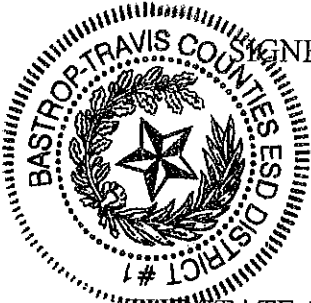
Tommy McCullough	-	President
Julius Schwartz	-	Vice President
Carl Newstrom	-	Secretary
Larry Foehner	-	Treasurer
Wayne Skubiata	-	Asst. Secretary/Treasurer

were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Among other business, an:

**ORDER ADOPTING AND IMPLEMENTING  
THE USE OF ELECTRONIC VOTING SYSTEMS  
IN ADDITION TO PAPER BALLOTS IN DISTRICT ELECTIONS**

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Order adopted at the meeting described in the above paragraph is attached to this certificate. The Order has been duly recorded in the District’s minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting, and that the Order would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.



SIGNED AND SEALED the 21 day of July 2020.

*Carl Newstrom*

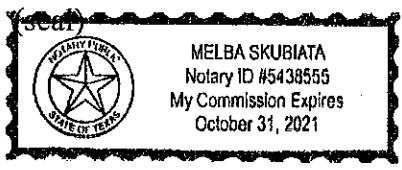
Carl Newstrom, Secretary  
Board of Commissioners

THE STATE OF TEXAS

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COUNTIES OF BASTROP AND TRAVIS

This instrument was acknowledged before me on the 21 day of July 2020, by Carl Newstrom, Secretary of the Board of Commissioners of Bastrop-Travis Counties Emergency Services District No. 1, on behalf of the District.



*Melba Skubiata*

Notary Public, State of Texas