

AN ORDINANCE

2012-08-09-0604

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE BEXAR COUNTY ELECTIONS OFFICE AND OTHER GOVERNMENTAL ENTITIES PARTICIPATING IN THE NOVEMBER 6, 2012 JOINT ELECTION; AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR ELECTION SERVICES WITH THE BEXAR COUNTY ELECTIONS OFFICE.

* * * * *

WHEREAS, on August 9, 2012, the City of San Antonio called a Special Sales and Use Tax Election to be held on Tuesday, November 6, 2012; and

WHEREAS, the City of San Antonio has historically contracted with the Bexar County Elections Administrator to conduct its municipal elections jointly with other political subdivisions within the county and provide services related to those elections; and

WHEREAS, it is necessary for the City to enter into the Memorandum of Understanding with the Bexar County Elections Administrator and the other participating governmental entities, to provide for the planning, preparation and implementation of the Joint Election, in accordance with the provisions of the Texas Election Code, Section 271.002(a) and

WHEREAS, it is also necessary to authorize the execution of a contract for the conduct of the Joint Election with Bexar County, through the Bexar County Elections Administrator, and other participating governmental entities, for the planning, preparation and implementation of the Joint Election on Tuesday, November 6, 2012, for an amount not to exceed \$630,000.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Clerk, or her designee, is authorized to execute the Memorandum of Understanding with Bexar County, through the Bexar County Elections Administrator, and other participating governmental entities, for the planning, preparation and implementation of the Joint Election on Tuesday, November 6, 2012. A copy of the MOU, in substantially final form, is attached and incorporated as **Exhibit A**.

SECTION 2. The City Clerk, or her designee, is authorized to execute the contract for the conduct of the Joint Election with Bexar County, through the Bexar County Elections Administrator, and other participating governmental entities, for the planning, preparation and implementation of the Joint Election on Tuesday, November 6, 2012, for an amount not to exceed \$630,000.00. Upon execution of the contract, a copy will be attached to and incorporated within this Ordinance as **Exhibit B**.

SECTION 3. Funds are authorized to be encumbered in Cost Center 2701010001 in the estimated amount of \$630,000.00. Funds will be expended from General Ledger 5201030, entitled "Fees for Governmental Contractors," Fund 11, entitled "General Fund," with other

General Ledger Accounts being utilized when appropriate. The funds are authorized to be payable to Bexar County for election services in connection with the Tuesday, November 6, 2012 Joint Election. Bexar County shall refund to the City all City of San Antonio funds remaining after the payment of all election costs.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or her designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. The Bexar County Elections Administrator is also authorized to appoint election officials to serve as judges and clerks for Early Voting and Election Day, members of the Early Voting Ballot Board, Signature Verification Committee, and Central Counting Station, in connection with the Joint Election to be held on Tuesday, November 6, 2012.

SECTION 6. If any provision of this Ordinance or the application of any provision of this Ordinance to any circumstance shall be held to be invalid, the remainder of this Ordinance and its application to other circumstances shall nevertheless be valid, and this Ordinance would have been enacted without such invalid provision.

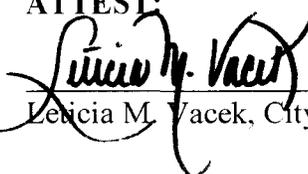
SECTION 7. This ordinance is effective immediately, upon passage by eight affirmative votes; otherwise, the effective date shall be ten days from the date of passage.

PASSED AND APPROVED this 9th day of August, 2012.



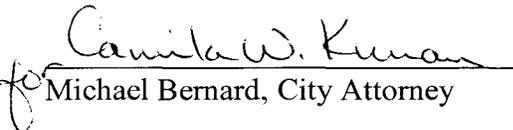
M A Y O R
Julián Castro

ATTEST:

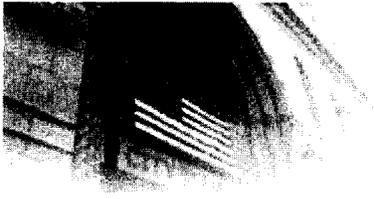


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

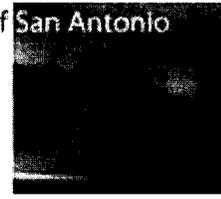


Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 9C

Name:	9C						
Date:	08/09/2012						
Time:	07:03:28 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a Memorandum of Understanding with the Bexar County Elections Office for the City of San Antonio to enter into an Election Services Contract in an amount up to \$630,000.00 for the November 6, 2012 Election. [Leticia Vacek, City Clerk]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit A

MOU for Election Services

JOINT ELECTION AGREEMENT

This Agreement is entered into by and among the Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County, and: the Edwards Aquifer Authority (“EAA”); the City of San Antonio (“COSA”); East Central Independent School District (“ECISD”); Edgewood Independent School District (“EISD”); Harlandale Independent School District (“HISD”); Judson Independent School District (“JISD”); Somerset Independent School District (“SISD”); South San Antonio Independent School District (“SSAISD”); Southside Independent School District (“SSISD”); and Southwest Independent School District (“SWISD”). All parties entering this Agreement with ADMINISTRATOR and each other may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the November 6, 2012 election.

RECITALS

1. **EAA, ECISD, EISD, HISD, JISD, SISD SSAISD, and SSISD** will each hold a general election on Tuesday, November 6, 2012.
2. **SWISD** will hold a bond election on Tuesday, November 6, 2012.
3. **COSA** will hold a special election on Tuesday, November 6, 2012.
4. Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places.
5. The Entities desire to hold a joint election in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions.
6. The Entities desire to enter into an agreement setting out their respective duties and responsibilities for the November 6, 2012 election.

Accordingly, it is agreed that the Entities will hold a joint election on Tuesday, November 6, 2012 (the “Joint Election”) and ADMINISTRATOR will conduct the Joint Election under the following terms and conditions:

I.

Each Entity will enter into its own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities will conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

ADMINISTRATOR shall use a single ballot, containing all the measures and offices to be voted on at a particular polling place, in this Joint Election. Each Entity shall provide ADMINISTRATOR with final ballot language for its election in English and Spanish by August 24, 2012.

IV.

Each Entity shall post its own public notices in connection with the Joint Election. ADMINISTRATOR shall publish in a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity shall pay ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR shall tabulate the votes and provide a set of copies of returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity shall canvass its respective precinct returns for the Joint Election.

VIII.

Each Entity shall prepare and send its own Department of Justice Preclearance Submission in the required timely manner.

IX.

The Entities shall comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

X.

If an Entity determines not to participate in the Joint Election to be held on Tuesday, November 6, 2012, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement will be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

XI.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XII.

This Agreement may be executed in multiple counterparts. Together the counterparts will constitute an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission will be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2012.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

Exhibit B

Contract for Election Services

(to be attached upon execution)