



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 20, 2018

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Juan C Zamora, Chief Financial Officer

Item Title: Approval of the contract with Bexar County Elections to hold the August 14, 2018 Tax Ratification Election.

Description:

This is a contract for services with Bexar County Elections for our Tax Ratification Election to be held on August 14, 2018. This is a mandatory election based on the adoption of a General Fund tax rate of \$1.17. The amount of the contract is estimated at \$26,183.14.

Recommendation:

Approval of contract with Bexar County Elections.

District Goal/Strategy:

Strategy 5 We will promote and ensure a safe and secure learning environment for all students.

Funding Budget Code and Amount:

CFO Approval

199-41-6299

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

6/11/18
6-14-2018

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF BEXAR §

This Contract is entered into by and between the BEXAR COUNTY ELECTIONS ADMINISTRATOR (“ADMINISTRATOR”) on behalf of Bexar County, a political subdivision of the State of Texas, and the SOUTH SAN ANTONIO ISD (“DISTRICT”)(also, individually, a “Party” or, collectively, the “Parties”), pursuant to Texas Election Code Section 31.092.

RECITALS

DISTRICT, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be conducted by Bexar County on Tuesday, August 14, 2018 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department.

ADMINISTRATOR has provided cost estimates for election services to be rendered by her office pursuant to the terms of this Contract that are set out on Exhibits “A” and “B,” attached and incorporated into this Contract.

DISTRICT and ADMINISTRATOR want to enter into this Contract setting out the respective responsibilities of the Parties.

Accordingly, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01. The Parties have entered into this Contract for election services described in Article II to be provided to DISTRICT for its election to be held on August 14, 2018.

ARTICLE II
SERVICES

2.01. ADMINISTRATOR agrees to provide to DISTRICT the following general services:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing and distribution of ballots and sample ballots;
- (B) Procure election judges and clerks for early voting and election day voting;
- (C) Procure early voting polling places and election day polling places, as ordered;
- (D) Procure, prepare, and distribute adequate election equipment and transport

equipment to and from the initial polling locations, including early voting substations, for DISTRICT;

- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bexar County Voter Registration pursuant to the request by DISTRICT;**
- (F) Pay election day and early voting judges and clerks;**
- (G) Pay the judges for election night returns and early voting returns;**
- (H) Provide information for 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 early voting, in person and by mail, for DISTRICT;**
- (L) Establish a Central Counting Station for the purpose of tabulating ballots;**
- (M) Provide such incidental related services as may be necessary to effect the election;**
- (N) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and**
- (O) Provide for Central Count Tabulation (s):**
 - a. Preparation and programming of the ballots on the AIS 650 Optical Scanner**
 - b. Preparation and tabulation of votes from the iVotronic Voting System.**

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II will be performed in accordance with the time requirements set out in the Texas Election Code.

unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in the Contract.

7.03. This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement between the Parties respecting the written subject matter.

7.04. No amendment, modification, or alteration of this Contract will be binding unless it is in writing, dated subsequent to the date hereof and executed by the Parties.

ARTICLE VIII
BACKGROUND CHECKS

8.01 ADMINISTRATOR has conducted all criminal background checks required by Texas Election Code § 129.051(g).

SIGNED this ____ day of _____, 2018.

ELECTIONS ADMINISTRATOR

SOUTH SAN ANTONIO ISD

BY: _____
JACQUELYN F. CALLANEN

BY: _____
PRINT: _____
TITLE: _____

APPROVED AS TO LEGAL FORM:

NICHOLAS LA HOOD
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY: _____
LARRY L. ROBERSON
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL DIVISION