



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: September 16, 2020

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Jeff Baum, Deputy Superintendent for Business and Operations

Item Title: Approval of the Contract with Bexar County Elections Office for Election Services

Description: The District contracts with the Bexar County Elections Office for the conduct of all of its elections. This contract covers the regular election for places 2, 3, 5, and 7 as well as the special election for place 1. The contract also establishes polling sites for both early voting and Election Day.

Historical Data:

Recommendation: Approval of the contract for Election Services

District Goal/Strategy:

Select a Goal or Strategy

Strategy 1 We will engage all school community members through transparency and effective communication to promote a positive perception and create a strong brand.

Funding Budget Code and Amount:

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

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 INDEPENDENT SCHOOL DISTRICT (“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 a general election to be conducted by Bexar County on Tuesday, November 3, 2020 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 November 3, 2020.

**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 vote centers, 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 DS 450 and 850 Optical Scanner
 - b. Preparation and tabulation of votes from the Express Vote and Express Touch 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.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the DISTRICT, posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of DISTRICT'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract will be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

6.01. In consideration for the services provided hereunder by ADMINISTRATOR, DISTRICT shall pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. DISTRICT shall deposit with ADMINISTRATOR \$_____ no later than September 28, 2020 to cover the estimated pro rata cost.

6.02. If the actual election costs exceed DISTRICT'S deposit, the difference between the actual costs and the deposit will be paid by DISTRICT within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment must be made by check payable to the Bexar County Clerk and mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
1103 S. Frio St., Ste. 100
San Antonio, Texas 78207

6.03. Any monies remaining after the payment of all costs of elections bills, will be the property of the DISTRICT and returned to it.

ARTICLE VII
GENERAL PROVISIONS

7.01. This Contract will 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 Bexar County, Texas.

7.02. If any one or more of the provisions contained in this Contract is for any reason be held

to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or 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 _____, 2020.

ELECTIONS ADMINISTRATOR

SOUTH SAN ANTONIO ISD

BY: _____
JACQUELYN F. CALLANEN

BY: _____
PRINT: _____
TITLE: _____

APPROVED AS TO LEGAL FORM:
JOE GONZALES
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY: _____
SIOBHAN K. KARGER
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL DIVISION