

ORDINANCE

APPROVING THE CONTRACT FOR ELECTION SERVICES WITH THE BEXAR COUNTY ELECTIONS OFFICE FOR AN AMOUNT OF \$1,531,000.00 FOR THE MAY 6, 2023 GENERAL AND CHARTER ELECTIONS, THE JUNE 10, 2023 RUNOFF ELECTION (IF NEEDED), AND NEW VOTER IDENTIFICATION CARDS FOR SAN ANTONIO RESIDENTS IMPACTED BY REDISTRICTING.

* * * * *

WHEREAS, on February 16, 2023, the City of San Antonio ordered an election for Saturday, May 1, 2021, for the purpose of electing the Mayor and City Council members and for a special charter amendment election; 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 including, but not limited to:

- a) Procuring and distributing election supplies, including the printing and distribution of ballots for mail balloting;
- b) Copying the ordinances ordering the General, Special, and Charter amendment elections, and providing copies in English and Spanish at all early voting and election day polling places;
- c) Hiring, training, and paying Election Judges, Clerks, and other election personnel, including security;
- d) Securing early voting and election day polling sites;
- e) Programming Election equipment to be utilized during early voting and election day;
- f) Transporting Election equipment to each polling site;
- g) Conducting early voting, in person, and by mail;
- h) Conducting election day voting; and
- i) Tabulating election returns

WHEREAS, participation in a Joint Election with other political subdivisions, authorized by Section 271.002(a) of the Texas Election Code, allows the entities to share common expenses for voting machines, election facilities, and poll workers, reducing the cost of the election for each political subdivision, and provides greater convenience to voters to participate in the elections of multiple political subdivisions at one polling place on one single ballot; and

WHEREAS, some residents of the City have been moved into a different City Council District following the results of the 2020 Census and the City's redistricting efforts, necessitating the issuance of a new voter registration card with updated information; and

WHEREAS, it is now necessary to authorize a contract in accordance with Section 31.092

of the Texas Election Code, whereby the Bexar County Elections Administrator will provide election services to the City in connection with the Saturday, May 6, 2023 General, Special, and Charter Elections, and provide new voter identification cards for City of San Antonio residents impacted by redistricting; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee is authorized to execute a contract with Bexar County through the Bexar County Elections Administrator for conducting the Saturday, May 6, 2023 General, Charter and Special Elections, and the June 10, 2023 run-off election (if needed), authorized by Sections 31.092 and 271.002(a) of the Texas Election Code. A copy of the contract for election services is attached and incorporated as **Attachment 1**; the Joint Election Agreement is attached as **Attachment 2**; the list of early voting polling places will be attached as **Attachment 3**; and the list of election day precincts and polling places will be attached as **Attachment 4**, upon receipt. The list of locations for early voting and election day may be updated by the Administrator on its website at: <https://www.bexar.org/1568/Elections-Department>.

SECTION 2: Funding in the amount of \$1,531,000.00 for this ordinance is available in Fund 11001000, Cost Center 2701010001 and General Ledger 5201030 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 3: Payment is authorized to Bexar County Elections Office and should be encumbered with a purchase order. 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 Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's 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 shall provide copies of the ordinances ordering the General, Special and Charter amendment election at each early voting and election day voting site.

SECTION 6. The Bexar County Elections Administrator is 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 elections.

SECTION 7. The City of San Antonio will canvass the City's election returns on Wednesday, May 17, 2023.

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SECTION 8. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise, it is effective ten days after passage.

***PASSED AND APPROVED** this 6th day of April 2023.*

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

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**ATTACHMENT 1:
CONTRACT FOR ELECTIONS SERVICES**

- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for CITY;
- (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 CITY;
- (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 training and 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 CITY;
- (L) Establish an Early Ballot Board for the purpose of qualifying mail ballots;
- (M) Establish a Central Counting Station for the purpose of tabulating ballots;
- (N) Provide such incidental related services as may be necessary to effect the election;
- (O) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and
- (P) Provide for Central Count Tabulation (s):
 - a. Preparation and programming of the ballots on the AIS 850 and 450 Optical Scanners
 - b. Preparation and tabulation of votes from the ExpressVote Voting System, including the Express Touches.

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 CITY, 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 CITY'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, CITY shall pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY shall deposit with ADMINISTRATOR _____ no later than April 3, 2023 to cover the estimated pro rata cost.

6.02. If the actual election costs exceed CITY'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 CITY 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 _____, 2023.

ELECTIONS ADMINISTRATOR

CITY OF SAN ANTONIO

BY: _____
JACQUELYN F. CALLANEN

BY: _____
PRINT: _____
TITLE: _____

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

BY: _____
JEAN GILL
ASSISTANT CRIMINAL DISTRICT
ATTORNEY- CIVIL DIVISION

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**ATTACHMENT 2:
JOINT ELECTION AGREEMENT**

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with City of San Antonio (“COSA”); Alamo Heights Independent School District (“AHISD”); Judson Independent School District (“JISD”); San Antonio Independent School District (“SAISD”); Harlandale Independent School District (“HISD”); Medina Valley ISD (“MVISD”); Northside Independent School District (“NISD”); Southside Independent School District (“SSISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of China Grove (“COCG”); the City of Elmendorf (“COE”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of St. Hedwig (“COSH”); the City of San Antonio (“COSA”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Universal City (“COUC”); the City of Von Ormy (“COVO”); and the Town of Hollywood Park (“TOHP”) and they 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 May 6, 2023 election.

WHEREAS, COSA will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, AHISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, HISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, JISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, MVISD will conduct a general and bond election on Saturday, May 6, 2023; and

WHEREAS, NISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, SAISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, SSISD will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COAH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COBH will conduct a general and special election on Saturday, May 6, 2023; and

WHEREAS, COCH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COCG will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COE will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COGF will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COK will conduct a general and special election on Saturday, May 6, 2023; and

WHEREAS, COLV will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COLO will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COSH will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COSA will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COSP will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COS will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COUC will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, COVO will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, TOHP will conduct a general election on Saturday, May 6, 2023; and

WHEREAS, 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; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 6, 2023 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 6, 2023 (the "Joint Election") under the following terms and conditions:

I.

The Entities are each required to enter into their 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 agree to 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.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing 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 is responsible for paying 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 will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

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

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 6, 2023, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

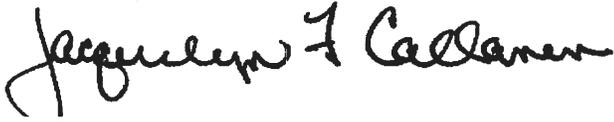
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed 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 shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2023.

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

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**ATTACHMENT 3:
EARLY VOTING POLLING PLACES**

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**ATTACHMENT 4:
ELECTION DAY POLLING PLACES**

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**ATTACHMENT 4:
ELECTION DAY POLLING PLACES**

