

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** MUNICIPAL CLERK

**AGENDA DATE:** 3/19/2013

**CONTACT PERSON NAME AND PHONE NUMBER:** RICHARDA MOMSEN / 541-4531

**DISTRICT(S) AFFECTED:**

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve standard interlocal agreements with local independent school districts to share the costs of the May 2013 election.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This resolution will give the mayor permission to enter into an interlocal governmental agreement between the YISD and EPISD to share the costs of holding the upcoming election.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes. Each election cycle this agreement is entered into with the school districts who are conducting an election when the City is conducting one.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Yes, the item has been budgeted under Elections Contracts.

Funding information: dept ID 111-DIV 11020- Fund 1000- Acct 522030

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following Interlocal Governmental Agreements between the City of El Paso and the below listed Independent School Districts to allow for joint elections between the City and each Independent School District on May 11, 2013 for the purpose of sharing the costs.

- A. El Paso Independent School District
- B. Ysleta Independent School District

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.


CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew K. Behrens  
Assistant City Attorney

STATE OF TEXAS           §  
                                     §       Interlocal Governmental Agreement for Joint Election  
COUNTY OF EL PASO     §

This Agreement is entered into by and between the City of El Paso ("City"), a municipal corporation situated in El Paso County, Texas, and El Paso Independent School District ("EPISD"), a Texas Independent School District situated in El Paso County, Texas, pursuant to the Interlocal Cooperation Act, Art. 791.001 *et seq.*, Texas Government Code, and Chapter 271 of the Texas Election Code.

**W I T N E S S E T H**

WHEREAS, the City and EPISD, desire to hold a joint election on May 11, 2013, pursuant to applicable legal provisions;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.     ARTICLE I - PURPOSE. The purpose of this Agreement is to allow the City of El Paso and EPISD to hold a joint election on May 11, 2013, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions. This Agreement shall also apply to a runoff election, if both parties conduct runoff elections following the May 11 election.

2.     ARTICLE II - TERM. The term of this Agreement is to commence on April 15, 2013 and to end on July 15, 2013.

3.     ARTICLE III - LOCATION OF COMMON POLLING PLACES. The voters of particular election precincts may be served in this joint election by a common polling place located outside the boundary of the election precinct, inasmuch as the parties hereto have determined that the locations of such polling places, as recommended by the County Elections Administrator, will

adequately and conveniently serve the affected voters, and will facilitate the orderly conduct of the election, pursuant to Section 271.003 of the Texas Election Code.

4. ARTICLE IV - ALLOCATION OF EXPENSES. The City of El Paso and the El Paso Independent School District agree to provide to the County Elections Department, from current revenues available to the paying party, their respective share of costs, as determined by the Elections Department pursuant to their respective agreements with the Elections Department for the election, pursuant to Section 271.004 of the Texas Election Code. If either party cancels an election, then its share of the costs shall be adjusted accordingly.

5. ARTICLE V - EARLY VOTING. The parties hereto agree to conduct their early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

6. ARTICLE VI - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. ARTICLE VII - LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. ARTICLE VIII - ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013.


THE CITY OF EL PASO

\_\_\_\_\_  
John Cook, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew K. Behrens  
Assistant City Attorney

EL PASO INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Isela Castañon-Williams, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Joel F. Barrios, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
S. Anthony Safi  
Attorney for EPISD  
1119868.1

STATE OF TEXAS           §  
                                     §       Interlocal Governmental Agreement for Joint Election  
COUNTY OF EL PASO     §

This Agreement is entered into by and between the City of El Paso ("City"), a municipal corporation situated in El Paso County, Texas, and Ysleta Independent School District ("Ysleta ISD"), a Texas Independent School District situated in El Paso County, Texas, pursuant to the Interlocal Cooperation Act, Art. 791.001 *et seq.*, Texas Government Code, and Chapter 271 of the Texas Education Code.

### W I T N E S S E T H

WHEREAS, the City and Ysleta ISD, desire to hold a joint election on May 11, 2013, pursuant to applicable legal provisions;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.     ARTICLE I - PURPOSE. The purpose of this Agreement is to allow the City of El Paso and Ysleta ISD to hold a joint election on May 11, 2013, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions. This Agreement shall also apply to a runoff election, if both parties conduct runoff elections following the May 11 election.

2.     ARTICLE II - TERM. The term of this Agreement is to commence on April 15, 2013 and to end on July 15, 2013.

3.     ARTICLE III - LOCATION OF COMMON POLLING PLACES. The voters of particular election precincts may be served in this joint election by a common polling place located outside the boundary of the election precinct, inasmuch as the parties hereto have determined that the locations of such polling places, as recommended by the County Elections Administrator, will

adequately and conveniently serve the affected voters, and will facilitate the orderly conduct of the election, pursuant to Section 271.003 of the Texas Election Code.

4. ARTICLE IV - ALLOCATION OF EXPENSES. The City of El Paso and the Ysleta Independent School District agree to provide to the County Elections Department, from current revenues available to the paying party, their respective share of costs, as determined by the Elections Department pursuant to their respective agreements with the Elections Department for the election, pursuant to Section 271.004 of the Texas Election Code. If either party cancels an election, then its share of the costs shall be adjusted accordingly.

5. ARTICLE V - EARLY VOTING. The parties hereto agree to conduct their early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

6. ARTICLE VI - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

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8. ARTICLE VIII - ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2013.

THE CITY OF EL PASO

\_\_\_\_\_  
John Cook, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Matthew K. Behrens  
Assistant City Attorney

YSLETA INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Rosa Montes Kahoe, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Martha "Marty" Y. Reyes, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
S. Anthony Safi  
Attorney for Ysleta ISD  
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