

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

DEPARTMENT: Municipal Clerk

AGENDA DATE: March 10, 2009

CONTACT PERSON/PHONE: Richarda Momsen, (915) 541-4127

DISTRICT(S) AFFECTED: All

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 a Resolution 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 9, 2009 for purpose of sharing the costs.

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

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?

To allow for the necessary Interlocal Agreements for a joint election that prorates the cost of the election among the City and the participating school districts.

PRIOR COUNCIL ACTION:

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

Yes, every election year

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 election is budgeted.

Department	11010009	Municipal Clerk
Account.	502203	Elections
Fund	01101	General Fun

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

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 9, 2009 for the purpose of sharing the costs.

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

APPROVED this 10th day of March, 2009.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

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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, Sec. 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 9, 2009, for the purpose of sharing the costs of election, and the other purposes stated herein;

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 9, 2009, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions.

2. ARTICLE II - TERM. The term of this Agreement is to commence on April 20, 2009 and to end May 20, 2009.

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.

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4. ARTICLE IV - ALLOCATION OF EXPENSES. The City of El Paso and the El Paso Independent School District agree to provide to the County Election Department their respective costs as determined by the Elections Department pursuant to their respective agreements with the Election Department for the May 9 election, pursuant to Section 271.004 of the Texas Election Code. Because the EPISD will not hold a runoff election, it shall bear no part of the costs of any runoff election. 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 for the May 9 election 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.

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EXECUTED THIS _____ day of _____, 2009.

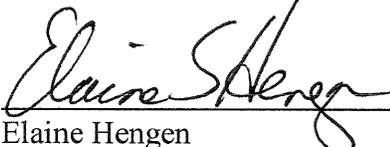
CITY OF EL PASO

John Cook, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Elaine Hengen
Assistant City Attorney

EL PASO INDEPENDENT SCHOOL
DISTRICT

By: 

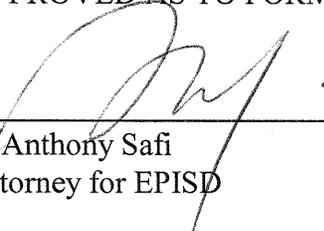
David Dodge, President
Board of Trustees

ATTEST:



Patricia L. Hughes, Secretary

APPROVED AS TO FORM:



S. Anthony Safi
Attorney for EPISD

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STATE OF TEXAS §
 § Interlocal Government Agreement
COUNTY OF EL PASO §

This Agreement is entered into on the last date written below by and between the City of El Paso (“CITY”), a municipal corporation situated in El Paso County, Texas, and Socorro Independent School District (“SISD”), an 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.

WITNESSETH

WHEREAS, CITY and SISD, desire to hold a joint election on May 9, 2009, for the purpose of sharing the costs of election, and the other purposes stated herein;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to allow CITY and SISD to hold a joint election on May 9, 2009, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions.
2. TERM: The term of this Agreement is to commence on April 20, 2009 and to end May 20, 2009.
3. 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 location 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.

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4. ALLOCATION OF EXPENSES. CITY and SISD agree to provide to the County Election Department their respective costs as determined by the Elections Department pursuant to their respective agreements with the Election Department for the May 9, 2009 election, pursuant to Section 271.004 of the Texas Election Code. Because SISD will not hold a runoff election, it shall bear no part of the costs of any runoff election. If either party cancels an election, then its share of the costs shall be adjusted accordingly.

5. EARLY VOTING. The parties hereto agree to conduct their early voting for the May 9 election jointly, pursuant to Section 271.006 of the Texas Election Code.

6. 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. 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. 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.

(signature pages follow)

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Signature page for the City of El Paso, Texas

CITY OF EL PASO

John F. Cook
Mayor

Signed this 10th day of March 2009.

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

(signatures continue on the following page)

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Signature page for the Socorro Independent School District

THE SOCORRO INDEPENDENT SCHOOL
DISTRICT

By: _____
Karen P. Blaine, President
Board of Trustees

Signed this _____ day of _____ 2009.

ATTEST:

Raymundo Rodriguez, Secretary

APPROVED AS TO FORM:

Larry A. Baskind
General Counsel

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STATE OF TEXAS §
 § Interlocal Government Agreement
COUNTY OF EL PASO §

This Agreement is entered into on the last date written below by and between the City of El Paso (“CITY”), a municipal corporation situated in El Paso County, Texas, and Ysleta Independent School District (“YISD”), an 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.

WITNESSETH

WHEREAS, CITY and YISD, desire to hold a joint election on May 9, 2009 and a runoff election if necessary, and if both parties designate the same date for any runoff election for the purpose of sharing the costs of election, and the other purposes stated herein;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to allow CITY and YISD to hold a joint election on May 9, 2009, and a joint runoff election, if needed and if both parties designate the same date for a runoff election, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions.

2. TERM. The term of this Agreement is to commence on April 20, 2009 and to end May 20, 2009 or on the sixth day after the date of any runoff election, provided both parties designate the same date for the runoff election.

3. 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 location of such polling places, as recommended by the County Elections Administrator, will

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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. ALLOCATION OF EXPENSES. CITY and YISD agree to pay to the County Election Department their respective costs as determined by the Elections Department pursuant to their respective agreements with the Election Department for the May 9, 2009 election, and any jointly held runoff 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. EARLY VOTING. The parties hereto agree to conduct their early voting for the May 9 election and any jointly held runoff election jointly, pursuant to Section 271.006 of the Texas Election Code.

6. 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. 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. 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.

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Signature page for the City of El Paso, Texas

CITY OF EL PASO

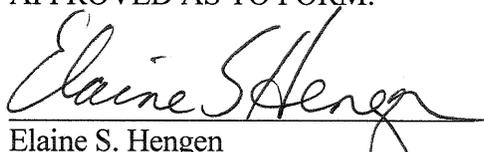
John F. Cook, Mayor

Signed this 10th day of March 2009.

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

(signatures continue on the following page)

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Signature page for the Ysleta Independent School District

THE YSLETA INDEPENDENT SCHOOL DISTRICT

By: _____
Carmen Munoz, President
Board of Trustees

Signed this _____ day of _____ 2009.

ATTEST:

Beth Riggs, Secretary

APPROVED AS TO FORM:

Blanco Ordonez & Wallace, P.C.
General Counsel for YISD

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