

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

DEPARTMENT: MUNICIPAL CLERK

AGENDA DATE: 4/2/2013

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

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.

A Resolution authorizing the Mayor to sign an Interlocal Governmental Agreement between the City and SISD to allow for joint elections between the City and SISD on May 11, 2013, for the purpose of sharing costs.

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?

The contract will split the costs of the upcoming election between the City and SISD. See attached resolution and contract for further details.

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 SISD.

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?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****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 an Interlocal Governmental Agreement between the City of El Paso and the Socorro Independent School District ("SISD") to allow for joint elections between the City and SISD on May 11, 2013, for the purpose of sharing the costs.

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
COUNTY OF EL PASO § Election

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

WITNESSETH

Whereas, the City and SISD, 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 and SISD 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 and SISD 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 Sections 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 provisions 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 agreements, 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 F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Matthew K. Behrens
Assistant City Attorney

SOCORRO INDEPENDENT SCHOOL
DISTRICT

By: _____
Print Name _____
President, Board of Trustees

ATTEST:

Print Name _____
Secretary

APPROVED AS TO FORM

Print Name _____
Attorney for SISD