

AN ORDINANCE 2007-04-12-0410

**APPROVING A CONTRACT FOR ELECTION SERVICES, WITH BEXAR COUNTY THROUGH THE BEXAR COUNTY ELECTIONS ADMINISTRATOR, AUTHORIZING THE BEXAR COUNTY ELECTIONS ADMINISTRATOR TO OFFICIALLY CONDUCT THE SATURDAY, MAY 12, 2007 JOINT GENERAL AND SPECIAL ELECTION; SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF THE CITY OF SAN ANTONIO AND THE BEXAR COUNTY ELECTIONS ADMINISTRATOR; APPOINTING ELECTION JUDGES AND CLERKS FOR THE CITY OF SAN ANTONIO FOR SAID JOINT GENERAL AND SPECIAL ELECTION; AND AUTHORIZING PAYMENT FOR ELECTION SERVICES.**

WHEREAS, the City of San Antonio has called a General Election for Saturday, May 12, 2007, for the purpose of electing the City's Mayor and 10 (ten) members of the City Council; and

WHEREAS, the City of San Antonio has also called a Special Election for Saturday, May 12, 2007, for the purpose of considering five (5) propositions; and

WHEREAS, the City of San Antonio has historically contracted with the Bexar County Elections Administrator to conduct its municipal elections; and

WHEREAS, the City of San Antonio will negotiate a separate contract with the Bexar County Elections Administrator to conduct any necessary Run-off Election that may result from the Joint General and Special Election on Saturday, May 12, 2007; 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 12, 2007 Joint General and Special Election; **NOW THEREFORE:**

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

SECTION 1. The City Manager, or her designee, is hereby authorized to execute a contract with Bexar County through the Bexar County Elections Administrator for conducting the Joint General and Special Election on Saturday, May 12, 2007. A copy of the contract for election services for the Saturday, May 12, 2007, in substantially final form, is attached hereto and incorporated herein as **Exhibit A**. The City Manager, or her designee, is authorized, subject to the conditions set forth in this ordinance, to execute a final contract in substantially the form as attached, within fifteen (15) days from the effective date of this ordinance. If for any reason a final contract in substantially the form as attached is not executed or the contract is not executed within the prescribed 15 days from the

effective date of this ordinance, approval of a final contract is subject to subsequent City Council approval.

SECTION 2. Funds are authorized to be encumbered in Cost Center 270101 in the estimated amount of \$ 342,269.22. Funds will be expended from General Ledger 5201030, entitled "Fees for Governmental Contractors," Fund 11, entitled "General Fund," with other General Ledger Accounts being utilized when appropriate. The funds are authorized to be payable to Bexar County for election services in connection with the Saturday, May 12, 2007 Joint General and Special Election. Bexar County shall refund to the City any and all City of San Antonio funds remaining after the payment of all election costs.

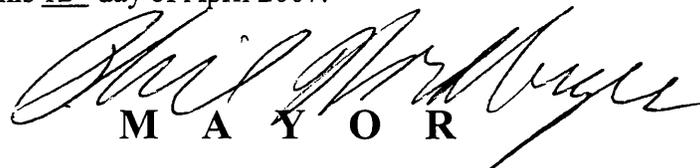
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or her designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

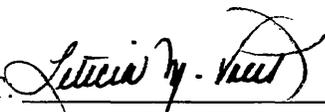
SECTION 4. The Bexar County Elections Administrator is hereby authorized to appoint election officials to serve as judges and clerks for Early Voting and Election Day, members of the Early Voting Ballot Board, Signature Verification Committee and Central Counting Station, in connection with the Joint General and Special Election to be held on Saturday, May 12, 2007.

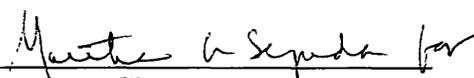
SECTION 5. The City of San Antonio will canvass the City's election returns on Tuesday, May 22, 2007.

SECTION 6. This ordinance shall be effective on and after the tenth day from passage hereof.

**PASSED AND APPROVED** this 12<sup>th</sup> day of April 2007.

  
M A Y O R

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
City Attorney

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 CITY OF SAN ANTONIO (“CITY”), pursuant to Texas Election Code Section 31.092.

**RECITALS**

WHEREAS, CITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a joint election to be held with Bexar County, Northside ISD, North East ISD, Alamo Heights ISD, Harlandale ISD, Judson ISD, Southside ISD, Bexar Met Water District, the City of Alamo Heights, the City of Balcones Heights, the City of Fair Oaks Ranch, the City of Hill Country Village, the City of Hollywood Park, the City of Live Oak, the City of Shavano Park, the City of Somerset, and the City of Terrell Hills on Saturday, May 12, 2007, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided cost estimates for election services to be rendered by her office pursuant to the terms of this Contract, which estimates are set out on Exhibits “A” and “B,” attached hereto and made a part hereof; and

WHEREAS, CITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I**

**PURPOSE**

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to CITY for its election to be held on May 12, 2007.

**ARTICLE II**

**SERVICES**

2.01. ADMINISTRATOR agrees to provide to CITY 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 polling places, 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 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 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 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 AIS 650 Optical Scanner**
  - b. Preparation and tabulation of votes from the iVotronic 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 shall 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 CITY, preparing or sending Justice Department Submissions, publishing and (or) 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 shall 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 agrees to pay ADMINISTRATOR the pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY further agrees to deposit with ADMINISTRATOR \$ 342,269.22 no later than April 3, 2007 to cover the estimated pro rata cost.**

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

**Jacquelyn F. Callanen  
Bexar County Elections Administrator  
203 W Nueva St., Ste. 3.61  
San Antonio, Texas 78207-4505**

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

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.01. This Contract shall 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. In case any one or more of the provisions contained in this Contract shall for any reason 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

**7.03. This Contract constitutes the sole and only agreement of the parties hereto 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 the term hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2007

**ELECTIONS ADMINISTRATOR**

BY: *Jacquelyn F. Callanen*  
JACQUELYN F. CALLANEN

**CITY OF SAN ANTONIO**

BY: *Letricia M. Vacek*  
PRINT: Letricia M. Vacek  
TITLE: city clerk

**ATTEST**

BY: *Melinda Uriegas*  
PRINT: Melinda Uriegas  
TITLE: Asst. to City Clerk

**APPROVED AS TO LEGAL FORM:**

SUSAN REED  
CRIMINAL CITY ATTORNEY  
BEXAR COUNTY, TEXAS

BY: *K. Menzel*  
KELSEY MENZEL  
ASSISTANT CRIMINAL CITY  
ATTORNEY- CIVIL SECTION



	City of San Antonio	EXHIBIT "A"		12-May-07	
I	Early Voting	Units	Cost Per Unit	Estimated	TOTALS
<b>A</b>	<b>REMUNERATION</b>				
	REMUNERATION SUMMARY				
	NUMBER OF JUDGES	1			
	HOURS WORKED	67	\$9.25	\$619.75	
	HOURS WORKED OVERTIME	35	\$13.88	\$485.80	
	NUMBER OF CLERKS	3			
	HOURS WORKED	67	\$8.25	\$1,658.25	
	HOURS WORKED OVERTIME	35	\$12.38	\$1,299.90	
	JUDGES DAILY RETURN FEE				
	NUMBER OF TRIPS	12			
	COST PER TRIP		\$5.00	\$60.00	
	COST PER CREW	CC		\$4,123.70	
	NUMBER OF SITES	42			
	WAGES			\$173,195.40	
	TOTAL FICA			\$13,249.45	
	TEMP AGENCY MARKUP		15.59%	\$29,066.75	
	<b>TOTAL REMUNERATION</b>			<b>\$215,511.60</b>	<b>\$215,511.60</b>
<b>B</b>	<b>PRINTING</b>				
	PRINTING OF EARLY VOTING SUPPLIES				
	FORMATTING STYLE	90	\$50.00	\$4,500.00	
	COST OF BALLOTS		\$0.26		
	NUMBER OF BALLOTS	45,000		\$11,700.00	
	COST OF SAMPLE BALLOTS		\$0.05		
	NUMBER OF SAMPLE BALLOTS	100,000		\$5,000.00	
	Freight		\$0.00	\$0.00	
	<b>TOTAL PRINTING</b>			<b>\$21,200.00</b>	<b>\$21,200.00</b>
<b>C</b>	<b>MAIL</b>				
	NUMBER OF WHITE ENVELOPES	15,000	\$0.09	\$1,350.00	
	NUMBER APPLICATIONS	5,000	\$0.05	\$250.00	
	NUMBER OF CARRIER ENVELOPES	15,000	\$0.09	\$1,350.00	
	NUMBER OF TRANSPORT ENVELOPES	15,000	\$0.09	\$1,350.00	
	NUMBER OF POSTAGE STAMPS	15,000	\$0.55	\$8,250.00	
	<b>TOTAL MAIL</b>			<b>\$12,550.00</b>	<b>\$12,550.00</b>
<b>D</b>	<b>TEMPORARY WORKERS</b>				
	NUMBER OF TEMP EMPLOYEES/MAIL	5			
	HOURS WORKED	210	\$8.25	\$8,662.50	
	NUMBER OF MONTHS	2			
	WORKMANS COMP UNEMPLOYEMENT		\$49.33	\$493.30	
	iVotronic PREPARATION				
	NUMBER OF TEMPORARY EMPLOYEE	4	\$10.00		
	HOURS WORKED	36		\$1,440.00	
	WAREHOUSE				
	NUMBER OF TEMPORARY EMPLOYEE	4			
	HOURS WORKED	240	\$8.25	\$7,920.00	
	WORKMANS COMP UNEMPLOYEMENT		\$49.33		
	NUMBER OF MONTHS	2		\$394.64	

	FICA			\$1,268.56	
	<b>TOTAL TEMP EMPLOYEE COST</b>			<b>\$20,179.00</b>	<b>\$20,179.00</b>
<b>E</b>	<b>RENTAL</b>				
	NUMBER OF SITES	42			
	NUMBER OF SITES COSTS	3	\$500.00	\$1,500.00	
	NUMBER OF IVOTRONICS	5	\$118.90	\$24,969.00	
	NUMBER OF IVOTRONICS - ADA	1	\$143.05	\$6,008.10	
	NUMBER OF FLASH CARDS	42	\$33.00	\$1,386.00	
	NUMBER OF PEBS	168	\$7.50	\$1,260.00	
	NUMBER OF DAYS BALLOT CANS USE	42	\$6.00	\$252.00	
	NUMBER OF BALLOT CANS AND SEAL	42	\$1.50	\$63.00	
	VANS	1	\$550.00	\$550.00	
	NUMBER OF COMPUTERS	42	\$200.00	\$8,400.00	
	NUMBER OF TV'S	0	\$10.00	\$0.00	
	NUMBER OF TABLES	12	\$10.00	\$120.00	
	NUMBER OF CHAIRS	36	\$2.50	\$90.00	
	NUMBER LOCKS ,CHAINS, FILE CABIN	42	\$5.00	\$210.00	
	<b>TOTAL RENTAL</b>			<b>\$44,808.10</b>	<b>\$44,808.10</b>
<b>F</b>	<b>STAFFTIME</b>				
	DAILY RETURNS				
	NUMBER OF EMPLOYEES	14	\$20.00		
	HOURS WORKED ( DAYS X NO. HOUR	65		\$18,200.00	
	FICA 7.65			\$90.22	
	TOTAL WAGES			\$18,290.22	
	PRO RATA COST	1			
	<b>TOTAL STAFFTIME</b>			<b>\$18,290.22</b>	<b>\$18,290.22</b>
<b>G</b>	<b>E.B.B.AND S.V.C.</b>				
	EARLY BALLOT BOARD				
	NUMBER OF BOARD MEMBERS	10			
	HOURS WORKED	24	\$9.25	\$2,220.00	
	SIGNATURE VERIFICATION COMM.				
	NUMBER OF MEMBERS	0			
	HOURS WORKED	0	\$9.25	\$0.00	
	TOTAL WAGES			\$2,220.00	
	UNEMPLOYMENT			\$0.08	
	FICA 7.65			\$169.83	
	PRO RATA COST	1			
	<b>TOTAL E.B.B. AND S.V.C. COST</b>			<b>\$2,389.91</b>	<b>\$2,389.91</b>
<b>H</b>	<b>PUBLICATION POLLING PLACES</b>				
	EXPRESS NEWS	1	\$36,000.00	\$36,000.00	
	LA PRENSA	1	\$1,200.00	\$1,200.00	
	PRO RATA COST	1		\$0.00	
	<b>TOTAL PUBLICATION</b>			<b>\$37,200.00</b>	<b>\$37,200.00</b>
<b>I</b>	<b>MISCELLANEOUS</b>				
	NUMBER OF LABELS	42	\$15.00	\$630.00	
	NUMBER OF CELL PHONES	41	\$35.00	\$1,435.00	
	NUMBER OF RIBBONS	42	\$20.00	\$840.00	
	SHRINK WRAP COST	0	\$50.00	\$0.00	
	TRAINING CLASS FOR E.V. JUDGES				

	NUMBER OF JUDGES	0			
	NUMBER OF HOURS	4	\$20.00	\$80.00	
	WRITS AND MAILOUTS TO JUDGES				
	ENVELOPES AND POSTAGE	175	\$0.40	\$70.00	
	NUMBER OF KITS	42	\$40.00	\$1,680.00	
	<b>TOTAL MISCELLANEOUS</b>			\$4,735.00	\$4,735.00
<b>K</b>	<b>SUMMARY OF E.V. COST</b>				
	REMUNERATION			\$215,511.60	\$215,511.60
	PRINTING OF E.V. SUPPLIES			\$21,200.00	\$21,200.00
	MAIL			\$12,550.00	\$12,550.00
	TEMPORARY EMPLOYEE COST			\$20,179.00	\$20,179.00
	RENTAL			\$44,808.10	\$44,808.10
	STAFFTIME			\$18,290.22	\$18,290.22
	E.B.B.AND S.V.C. COST			\$2,389.91	\$2,389.91
	MISCELLANEOUS			\$4,735.00	\$4,735.00
	PUBLICATION			\$37,200.00	\$37,200.00
	EARLY VOTING COST SUBTOTAL			\$376,863.83	\$376,863.83
	TOTAL EARLY VOTING COST				
	10% CONTRACT FEE EARLY VOTING			\$37,686.38	\$37,686.38
	<b>Grand Total Early Voting</b>			\$414,550.22	\$414,550.22


City of San Antonio		EXHIBIT "B"		12-May-07	
	Election Day	Units	Cost Per Unit	Estimated	TOTALS
<b>II</b>	<b>REMUNERATIONS</b>				
<b>A</b>	NUMBER OF JUDGES	1			
	HOURS WORKED	14	\$9.25	\$124.88	
	NUMBER OF CLERKS	3			
	HOURS WORKED	14	\$8.25	\$334.13	
	FICA 7.65 FOR JUDGES AND CLERKS			\$35.11	
	TOTAL WAGES JUDGES and CLERKS			\$494.11	
	NUMBER OF SITES	262	\$494.11	\$129,457.74	
	SECURITY	12			
	HOURS WORKED	14	\$30.00	\$5,040.00	
	FICA 7.65 FOR SECURITY			\$385.56	
	TOTAL WAGES SECURITY			\$5,425.56	
	TOTAL REMUNERATION			\$134,883.30	\$134,883.30
	<b>REMUMERATIONS TOTAL</b>			\$134,883.30	\$134,883.30
<b>B</b>	<b>ELECTION NIGHT RETURNS</b>				
	NUMBER OF SITES RETURNS	262	\$25.00	\$6,550.00	
	NUMBER OF KITS	262	\$38.00	\$9,956.00	
	<b>TOTAL KITS AND RETURNS</b>			\$16,506.00	\$16,506.00
<b>C</b>	<b>RENTAL</b>				

	NUMBER OF IVOTRONICS	1,310	\$118.90	\$155,759.00	
	NUMBER OF IVOTRONICS - ADA	262	\$143.05	\$37,479.10	
	NUMBER OF COMMPACS	304	\$80.00	\$24,320.00	
	NUMBER OF PEBS	1,216	\$7.50	\$9,120.00	
	NUMBER OF FLASH CARDS	262	\$33.00	\$8,646.00	
	NUMBER OF BALLOT CANS USED	262	\$6.00	\$1,572.00	
	NUMBER OF TV'S	0	\$10.00	\$0.00	
	TABLES	50	\$10.00	\$500.00	
	CHAIRS	150	\$2.50	\$375.00	
	TRAFFIC CONES	25	\$1.20	\$30.00	
	SHRINK WRAP COST	0	\$50.00	\$0.00	
	NUMBER OF BALLOT BOXES	25	\$1.45	\$36.25	
	COST OF LOCKS AND SEALS	262	\$1.50	\$393.00	
	<b>TOTAL RENTAL</b>			<b>\$238,230.35</b>	<b>\$238,230.35</b>
<b>D</b>	<b>TRANSPORTATION</b>				
	MOVERS	304	\$70.00	\$21,280.00	
	TRUCK RENTAL		\$0.00	\$0.00	
	PALLET JACK	0	\$0.00	\$0.00	
	PRO RATA COST	1			
	TRANSPORTATION			\$21,280.00	<b>\$21,280.00</b>
	<b>TRANSPORTATION TOTAL</b>			<b>\$0.00</b>	
<b>E</b>	<b>PROGRAMMING, EQUIPMENT, TECHNICAL SERVICES</b>				
	PERSONEL COST ON SITE TECHS	90	\$300.00	\$27,000.00	
	TEMP AGENCY MARKUP		15.59%	\$4,209.30	
	PROGRAMMING	10	\$1,500.00	\$15,000.00	
	VOICE FILES	1	\$10,200.00	\$10,200.00	
	CENTRAL COUNTING STATION JUDGE	8	\$9.25	\$74.00	
	REGIONAL SENDING SITES	1	\$560.00		
	NUMBER OF SITES/PERSONNEL	8		\$4,480.00	
	CENTRAL COUNTING STATION MGR H	25	\$40.00	\$1,000.00	
	TABULATION SUPERVISOR HOURS	12	\$35.00	\$420.00	
	ASST TO TAB. SUPERVISOR HOURS	12	\$25.00	\$300.00	
	COMPUTER COST	1	\$40,500.00	\$40,500.00	
	TABULATION SOFTWARE	1	\$25,800.00	\$25,800.00	
	AIS 650 OPTICAL SCANNERS	2	\$7,600.00	\$15,200.00	
	PUBLIC TEST	1	\$50.00	\$50.00	
	PREVENTIVE MAINT. INSP	1	\$2,600.00	\$2,600.00	
	PICK AND DELIVERY	0	\$20.00	\$0.00	
	PRO RATA COST	1			
	INFORMATION SERVICES			\$146,833.30	
	<b>TOTAL PETS</b>			<b>\$146,833.30</b>	<b>\$146,833.30</b>
<b>F</b>	<b>ELECTION DEPARTMENT STAFF</b>				
	NUMBER OF EMPLOYEES	14	\$20.00		
	HOURS WORKED	18		\$5,040.00	
	FICA 7.65			\$385.56	
	PRO RATA COST	1			
	<b>TOTAL STAFFTIME WAGES</b>			<b>\$5,425.56</b>	<b>\$5,425.56</b>
<b>G</b>	<b>TEMPORARY EMPLOYEE</b>				
	NUMBER OF EMPLOYEES ( POST ELE	3			

