

MAR ~~14~~⁷ 1957 24614

Contract with
Bexar County for
use of Voting machines
on April 2, 1956

127

PASSED AND APPROVED	
Council Meeting <u>MAR 7 1957</u> 19	
City Clerk	
RECORDED	
Minute Book <u>00</u>	Page <u>148</u>
Ordinance Book <u>1010</u>	Page <u>631</u>

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

IT IS HEREBY FOR A RUN-OFF ELECTION TO BE HELD ON THE TENTH DAY OF APRIL, 1956, WITH 5, 1956, AND FOR INDIVIDUAL USE BY THE CITY OF SAID ADOPTING RESOLUTIONS BEYOND THE TOTAL USE OF ADOPTING RESOLUTIONS IN THE ELECTION TO BE HELD WITHIN THE CITY LIMITS TO ENTER INTO A CONTRACT WITH THE COUNTY OF

3/11/57

VIA ORDINANCE

FILED (71)

STC 14

FORWARDED TO THE BOARD: CITY APPROVED



STATE OF TEXAS)
COUNTY OF BEXAR)

A G R E E M E N T

WHEREAS, the Commissioners Court of Bexar County, Texas, on the 17th day of June, 1940, entered an Order under the provision of Article 2997-a, Revised Civil Statutes of the State of Texas, as amended, directing that voting machines be the medium of voting in all elections to be held in said County aforesaid after August 15th, 1940, except absentee voting; and,

WHEREAS, the Governor of the State of Texas issued a proclamation on the SM ~~10~~ ¹⁶ day of January, ⁶¹ ~~1957~~, calling for a special election to be held on the ⁴ ~~2nd~~ day of April, ⁶¹ ~~1957~~, in the several counties of the State of Texas, for the election of a United States Senator to fill the unexpired term of ~~Price Daniel~~, ^{LYNDON B JOHNSON} resigned; and,

WHEREAS, it becomes the duty of the Commissioners Court of Bexar County, Texas, to call an election in conformity with such proclamation for the ¹⁶ ~~2nd~~ day of April, ⁶¹ ~~1957~~, and provide facilities for the holding of such election within the several election precincts within the limits of the County of Bexar, State of Texas; and,

WHEREAS, the City of San Antonio proposes to hold its annual election for the election of City Councilmen on the ~~2nd~~ day of April, ⁶¹ ~~1957~~, and, if required, a run-off election on the ⁶¹ ~~2nd~~ day of April, ⁶¹ ~~1957~~, in the several election precincts within the corporate limits of the City of San Antonio, Texas; and,

WHEREAS, the Commissioners Court of Bexar County, Texas, on the ~~20th~~ day of ~~February~~, ⁶¹ ~~1957~~, passed an Order authorizing and empowering the County Judge of Bexar County, Texas, ^{desires} to enter into a contract and agreement with the City of San Antonio to lease or rent to said City ^{the necessary number of} approximately One Hundred and Sixty-two (162) voting machines which said voting

machines are now in the custody of Bexar County, Texas, for use of the said City in the holding of its election on the ~~4~~²nd day of April, 195~~7~~⁷, as well as for a run-off election to be held on the ~~18~~¹⁸ day of April, 195~~7~~⁷, if such run-off is needed; and,

WHEREAS, it is the desire of the Commissioners Court of Bexar County, and the City Council of the City of San Antonio, Bexar County, Texas, to hold said elections on the ~~2~~²nd day of April, 195~~7~~⁷, jointly with each other, the respective parties to pay an equitable proportion of the election expenses caused thereby; and,

WHEREAS, ~~the Order also authorizing leasing the several voting machines to the City of San Antonio for the purpose of holding its election on said April the 2nd, 1957, upon the~~ ^{the usual rental fee of voting machines} ~~was~~ ^{to the City of San Antonio} ~~upon the~~ ^{basis} of Twenty (\$20.00) Dollars for each machine furnished by the County of Bexar, and it appearing that it would be equitable that the charges for such machines should be reduced from Twenty (\$20.00) Dollars per machine to Ten (\$10.00) Dollars per machine because of the joint use thereof, and it further appearing that it would be equitable that drayage charges to and from the polling places within the City of San Antonio should be borne equally by the City and the County, as well as all incidental expenses of preparation and servicing; and,

WHEREAS, it is the opinion of the parties to this said Agreement that the cost of the election officials presiding over the election precincts within the corporate limits of the City of San Antonio should be jointly paid by the County of Bexar and the City of San Antonio, and it appearing that the County of Bexar can only participate in the payment of such officials to the extent that they are permitted to name personnel according to the number of voting machines in an election precinct, the cost of the election officials to be borne by the County of Bexar shall not exceed one-half (1/2) of the pay that would be due to the number of election officials which they are authorized by law to appoint, the said City of San Antonio to bear not less than one-

half (1/2) of the pay of such election officials, and it appearing that it would be proper for the City of San Antonio to bear the entire expense of any additional election officials which may be deemed necessary by said City of San Antonio, they shall be employed at the sole expense of the said City of San Antonio, It is further provided that the cost of preparation and servicing the voting machines to be used within the corporate limits of the City of San Antonio shall be borne equally by Bexar County and the City of San Antonio PROVIDED that the County of Bexar shall not be obligated for any pay of election officials because of election ballots or supplies or expenses of any kind to be incurred by a run-off election to be held on the ~~16~~¹⁸ day of April, 19~~61~~⁶¹, by the City of San Antonio, if needed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this Agreement entered into by and between the County of Bexar acting by and through its duly authorized, elected, qualified, and acting Judge, Charles W. Anderson, hereinafter called "the County", and the City of San Antonio, a duly incorporated City of Texas, acting by and through its duly authorized City Manager, ~~Steve~~^{Byrne} ~~Matthews~~, hereinafter called "the City",

W I T N E S S E T H :

That said County thus agrees to rent to the City of San Antonio ~~One Hundred and Sixty-two (162)~~^{the necessary number of} voting machines, which said voting machines are now in the custody of Bexar County, Texas, for use jointly by the City and said County in the election to be held on the ~~2nd~~^{6th} day of April, 19~~57~~⁶¹, at the rate of Ten (\$10.00) Dollars per machine, and to rent to the said City of San Antonio approximately ~~One Hundred and Sixty-two (162)~~^{Two} voting machines for use individually and solely by the said City of San Antonio if needed for a run-off election to be held on the ~~16th~~^{18th} day of April, 19~~61~~⁶¹, the rent to be charged by said County to be at the rate of Twenty (\$20.00) Dollars per machine for such run-off election.

IT IS FURTHER AGREED that the County and the City are to share equally the cost of preparation of said machines for said

election^S on the ~~2nd~~⁴ day of April, 1957, and the cost of servicing said machines prior to and on the date of said election^S, the City and County each to pay one-half (1/2) of the drayage to and from the polling places within the corporate limits of the City of San Antonio, said drayage to be paid from the present place of storage of the voting machines to each of the several election places within the corporate limits of the City of San Antonio, and the drayage necessary for the return of said voting machines from said voting places to the present place of storage or to such place within the corporate limits of the City of San Antonio as may be designated by the Commissioners Court of Bexar County, Texas, PROVIDED FURTHER that if a run-off election becomes necessary within the City of San Antonio then the City of San Antonio shall bear the total expense of drayage to and from, the cost of preparation of said machines, and other necessary incidental expenses.

IT IS FURTHER AGREED that the said City and County are to share equally the pay of all common and jointly appointed election officials. In this connection, however, it is understood that the County can only employ election officials in accordance with the voting machine law which allows for certain numbers of officials depending upon the number of voting machines used at the designated polling place.

IT IS FURTHER UNDERSTOOD AND AGREED that the County of Bexar will furnish all ballot forms on the face of the machine for the official ballot for the special Senatorial election, together with separate poll list forms and return forms for polling places and all necessary supplies for the holding of its portion of said election and, likewise, the City of San Antonio shall furnish the ballot forms for its official ballot for the City election, separate poll lists and return forms, for the holding of its portion of said election.

IT IS FURTHER AGREED that the City of San Antonio will pay for such machines as are necessary for use in absentee voting at the rate of Twenty (\$20.00) Dollars per machine as above provided, and will pay all necessary expenses of preparation, drayage

in the
city Council election

to and from the storage place of such machines, as well as all other necessary expense for absentee voting in the City election.

IT IS FURTHER AGREED that said City of San Antonio, ^{and Bexar County} shall be equally liable for all damages to or destruction of any voting machine which shall occur for any cause whatsoever from the time the said machines are removed from the storage provided by Bexar County for use in the election on the ^{4th} ~~2nd~~ day of April, ¹⁹⁶¹ ~~1957~~, until the time that said machines are returned to the custody of the County, PROVIDED FURTHER that said City shall be liable for damages to or destruction of any voting machines to be used exclusively by said City for absentee voting or in the run-off election, if any, to be held on the ^{18th} ~~2nd~~ day of April, ¹⁹⁶¹ ~~1957~~, and to also be liable for any damage to or destruction of any voting machine which may be used in absentee voting by the City from any cause whatsoever from the time said machines are removed from their present place of storage until the time said machines are returned to the custody of the County.

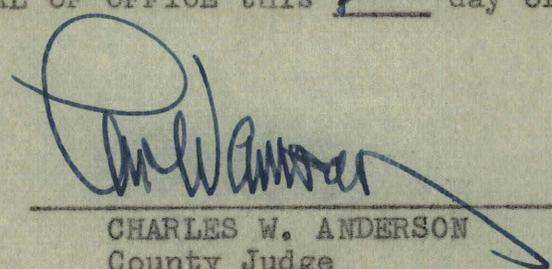
IT IS HEREBY UNDERSTOOD AND AGREED that for the purposes of enforcing this provision, the machines shall be inspected jointly by an agent of the City of San Antonio and by an agent of the County of Bexar at the time said machines are removed from storage for use in the election on April the ^{4th} ~~2nd~~, ¹⁹⁶¹ 1957, and that any damage or defects then existing to any of said machines shall be recorded. Upon the return of the said machines after their use in the election of April the ^{4th} ~~2nd~~, ¹⁹⁶¹ 1957, immediately after they are unloaded and before they are placed in storage, said machines shall be again inspected by an agent of the City and by an agent of the County for the purpose of determining what damages, if any, have occurred during the period of custody of the City of San Antonio. The damages so determined by the agents of the County and the City, if any, shall be the basis of the joint liability of the City and County under this provision of the contract.

IT IS FURTHER AGREED that if the said voting machines are used by the City in a run-off election on the ^{18th} ~~2nd~~ day of April, ¹⁹⁶¹ ~~1957~~, the same provisions as to inspections shall apply,

but the City shall be liable for damages to or destruction of any voting machine which shall occur from any cause whatsoever during or as a result of its use in such run-off election, and damages determined by agents of the County and the City after inspection of said machines as used in the said run-off election shall be the basis of the City's liability, if any, under this provision of the contract.

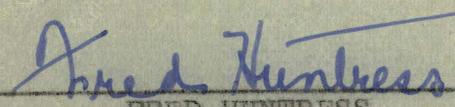
THE CITY OF SAN ANTONIO HEREBY AGREES that the rental charge and its share of election expenses hereinabove provided for is to be remitted to the County immediately upon receipt of a bill for the same from said County.

WITNESS MY HAND AND SEAL OF OFFICE this 1st day of March, ¹⁹⁶¹~~1957~~.

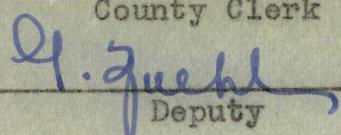


CHARLES W. ANDERSON
County Judge
Bexar County, Texas

ATTEST:

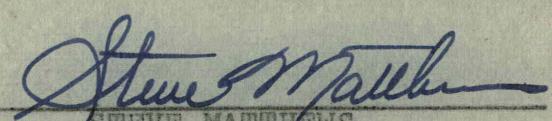


FRED HUNTRESS
County Clerk

By: 

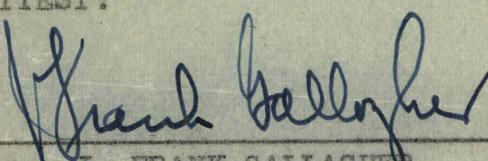
Deputy

ACCEPTED BY AND ON BEHALF OF THE CITY OF SAN ANTONIO,
BEXAR COUNTY, TEXAS, this, the 1st day of March, A.D., ¹⁹⁶¹~~1957~~.



STEVE MATTHEWS
City Manager
City of San Antonio

ATTEST:



J. FRANK GALLAGHER
City Clerk

March 14, 1957

Honorable County Judge and Commissioners
Bexar County Court House
San Antonio, Texas

Gentlemen:

The City of San Antonio heretofore asked your honorable body for the use of 162 vote machines in the forthcoming election on April 2nd.

This request was granted and a contract was signed and approved by the County Judge and City Manager on that basis for joint use in the City General and the Senatorial races of approximately 162 machines.

Since that time, after consultation with the County Clerk and after receiving the figures on poll taxes issued, it was mutually agreed that 162 machines might be insufficient for orderly voting and that 227 machines should be used in the city precincts. The figure of 227 machines for this purpose is fully agreed to by the City of San Antonio on the same basis as 162 involved in the contract which you will remember was mentioned only as approximately 162 machines.

Yours very truly,

J. FRANK GALLAGHER
City Clerk

JFG:ews

