

ORDINANCE NO. 2009-38

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND LA PORTE INDEPENDENT SCHOOL DISTRICT AND SAN JACINTO COMMUNITY COLLEGE DISTRICT, FOR THE JOINT CONDUCT ON ELECTIONS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

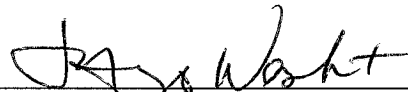
Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED, this 13TH day of APRIL, 2009.

CITY OF SHOREACRES

By:


Jayo Washington, Mayor

ATTEST:


David K. Stall, City Secretary

special elections held by a party hereto.

2. The annual joint election shall be conducted at the ONE (1) election precinct SHOREACRES CITY HALL described on Exhibit "A" attached hereto and incorporated by reference herein. Early voting place in person shall be at SHOREACRES CITY Hall and early voting by mail shall be by the early voting clerk appointed by the CITY, OR THE ENTITY which has not canceled its election per the terms in this agreement. In the event CITY, OR SCHOOL OR COLLEGE shall cancel its election, the polling places for voting in person for the remaining entities shall remain the same.
3. Each entity shall conduct its own candidate filings; drawings for places on its ballot; posting and publication of election notices; receipt of campaign finance reporting; and any other actions required of the entity by the Texas Election Code, except as herein provided. CITY shall assume responsibility for the conduct and administration of the annual joint election, on behalf of all of the parties to this agreement, including to 1) arrange for printing of ballots; 2) provide for rental of election booths and electronic counting machines; 3) appoint and compensate judges and clerks; 4) conduct early voting in person and by mail; 5) serve as the Central Counting Station to receive all ballots cast in elections held by any of the parties to this agreement, for required processing and tabulation of said ballots; and 6) arrange for all other matters necessary for the conduct of its own election and the

own election and the other parties to this agreement. The costs and expenses incurred by CITY in administering the joint election, including the cost of operating the Central Counting Station for processing and tabulating ballots of all parties holding an election, shall be allocated among the participating parties to the Agreement, on a prorated basis, as provided in Paragraph six (6) of this Agreement.

4. If CITY is not holding an election pursuant to Section 2.051 et. Seq., Texas Election Code, CITY shall not be responsible for any of the duties established under Paragraph three (3) of this Agreement, including the operation of a Central Counting Station for the processing and tabulating ballots of all parties holding an election. In the event of a cancelled election, another qualifying party to this agreement shall be responsible for all administration of the election, including operating as a Central Counting Station, pursuant to the following schedule: If CITY is not holding an election, LPISD shall be responsible for arranging all matters necessary for the conduct and administration of the election for election year 2010, and all elections taking place in even numbered years, thereafter. For the election in 2009, and all elections taking place in odd numbered years thereafter, beginning with said 2009 election, COLLEGE shall be responsible for arranging all matters necessary for the conduct and administration of the election, where CITY cancels its election.
5. Regardless of which party is responsible for the conduct and

administration of an election under Paragraph three (3) of this agreement, it is required that every party shall be individually responsible for making the necessary filings with the U.S. Department of Justice under the Federal Voting Rights Act, for pre-clearance of the change in election date; joint election procedure; and the establishment of precincts, for their respective jurisdictions.

6. Common expenses of the joint election shall be prorated among the parties incurring and benefiting from such expenditures. Expenses shall include all necessary disbursements, such as ballot printing and supplies, judges and clerks. In each case in which CITY OR LPISD OR COLLEGE is responsible for the conduct and administration of the election, the responsible entity shall invoice the remaining entities as applicable, for their pro rata portions of such joint expenses, which invoice shall be due and payable within (30) days of receipt thereof. Under the terms of the Texas Election Code, no charge shall be incurred for use of public buildings to conduct an election. The parties shall meet following each election, beginning with the 2009 election, to review the administration and expenses of the joint elections.
7. This Agreement shall be effective January 1, 2009, for the 2009 general election of officers by the parties hereto, and any necessary runoff elections. This Agreement shall automatically renew thereafter on a year to year basis. A party to this Agreement may withdraw from this Agreement by giving written

giving written notice to all of the other parties hereto, on or before December 1st of the year preceding the next election cycle.

8. This Agreement has been approved by the respective governing boards of the parties hereto. Payments hereunder shall be from current revenues available to the paying party.

WITNESS OUR HANDS, effective _____, ____, 2009.

CITY OF SHOREACRES

By: Jay Washburn
Mayor

ATTEST:

[Signature]
City Secretary

LA PORTE INDEPENDENT
SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary

SAN JACINTO COLLEGE DISTRICT

By: _____
President Board of Trustees

ATTEST:

Secretary