

RESOLUTION NO: 2015-02-19A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT THAT DEFINES THE TERMS AND CONDITION UNDER WHICH THE RUSK COUNTY ELECTIONS OFFICE WILL PROVIDE ELECTION SERVICES TO THE CITY OF OVERTON FOR AN ELECTION THAT WILL BE HELD ON MAY 9TH, 2015.

**INTERLOCAL AGREEMENT BETWEEN
RUSK COUNTY ELECTIONS AND CITY OF OVERTON**

This agreement, made and entered into, by and between, Rusk County Elections Office, hereinafter referred to as "Administrator", acting herein by and through its County Elections Office, and the City of Overton hereinafter referred to as "Entity", acting herein by and through its Board.

WITNESSETH:

WHEREAS, Entity is required to conduct an election on May 9, 2015; and

WHEREAS, Section 61.012 of the Texas Election Code requires that at least one accessible voting system be provided in each polling place used in a Texas Election on or after January 1, 2006; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, Entity located in Rusk County, Texas, desires to enter into an Interlocal Agreement for the use of the County's electronic voting equipment, printer packs and PEBs (Personal Electronic Ballots) for the early voting period and for the May 10, 2014, Election Day; and

WHEREAS, the Elections Administrator of Rusk County, Texas desires to give authorization for said usage;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT:

SECTION 1: The Entity will be responsible for election costs incurred in the programming of said equipment for the purpose by the County's vendor, Election Systems and Software, Inc.; and

SECTION 2: that each piece of electronic equipment needed shall lease for \$200 per unit as ordered by the Commissioners Court on February 13, 2006; any equipment returned damaged or in a lesser state than received, full value of equipment to be repaired or replaced will be the responsibility of the Entity; and

SECTION 3: that the Entity shall provide and maintain insurance coverage for all County's electronic voting equipment while in the Entity's possession in a manner in which the Administrator deems appropriate; Entity shall provide proof of such insurance prior to taking possession of electronic voting equipment; and

SECTION 4: that any and all personnel from Elections Systems and Software, and the Rusk County Elections Administrator's office has complied with Texas House Bill 2524 requiring background check on personnel that load or prepare any election data used in such election; and

SECTION 5: that the preparation of the equipment, Logic and Accuracy testing, clearing, loading ballot and audit will be performed by the Elections Administrator's personnel at \$60.00 per hour labor cost; the Entity will be responsible for the verification and accuracy of ballot information and shall participate in the proofing of said ballot from vendor; and

SECTION 6: that mandatory training by the Administrator's office of the electronic (DRE) voting system's functions and operation of the equipment will be attended by the Entity's election judges and clerks; cost of training will be shared with other entities in attendance; and

SECTION 7: that the Entity will be responsible for the purchase of necessary miscellaneous supplies needed to conduct the election, including but not limited to flash cards for audio, audit, signature and testing, printer pack paper, etc.; and


SECTION 8: that the Entity shall pay 75% of the estimated cost of the election, which estimated cost is \$1,645.11(One Thousand Six Hundred Forty Five Dollars and Eleven Cents) and 75% of the \$1,233.83 (One Thousand Two Hundred Thirty Three Dollars and Eighty Three cents) (cost are to include to but not limited to the lease of the equipment, loading election on to the equipment); Entity to pay per estimate sheet attached upon taking possession of electronic voting equipment with remainder due upon receipt of final bill from Administrator; and

SECTION 9: that the Entity and Administrator agree that the estimate sheet is a good faith estimate only and that the Entity's obligation is the actual cost even in the event the actual cost exceeds the estimated cost; and

SECTION 10: that the Entity retains ultimate responsibility for the election and all County's electronic voting equipment while in the Entities possession; neither the Administrator nor any personnel of the Administrator will be held responsible for any outcome of the election, any malfunction of the electronic voting equipment for the election or any damage caused by the electronic voting equipment.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 19TH DAY OF FEBRUARY, 2015.




C.R. Evans Jr., Mayor

ATTEST:


Rachél Gafford, City Secretary

Kathie Wittner
Rusk County Elections Administrator