

RESOLUTION NO: 2015-08-20A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ELECTION SERVICES THAT DEFINES THE TERMS AND CONDITION UNDER WHICH THE RUSK COUNTY ELECTIONS OFFICE WILL PROVIDE ELECTION SERVICES TO THE CITY OF OVERTON FOR AN SPECIAL ELECTION THAT WILL BE HELD ON NOVEMBER 3, 2015.

WHEREAS, the City of Overton, Texas received a valid application for a petition to conduct a local option election for the legal sale of all alcohol including mixed beverages on July 7, 2015; and

WHEREAS, the City Secretary has certified that a valid petition containing two-hundred and forty signatures from registered voters of the City of Overton has been received on July 21, 2015; and

WHEREAS, the entity is required by Article XVI, Section 20 of the Texas Constitution; Chapter 501, Texas Election Code; and Chapter 251, Texas Alcoholic Beverage Code is required to conduct an election on November 3, 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

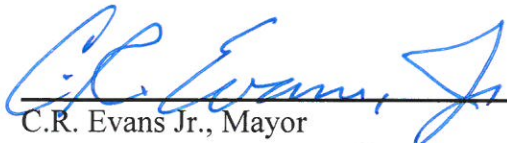
WHEREAS, Entity located in Rusk County, Texas, desires to enter into a Contract for Election Services (EXHIBIT A) for the Elections Administrator of Rusk County, Texas to conduct the said election on behalf of the City of Overton for the early voting period and for e November 3, 2015, Election Day;

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

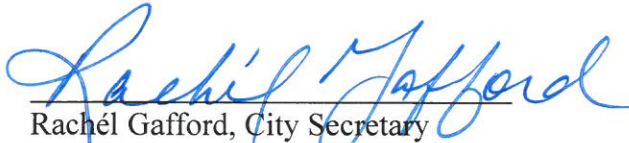
The City Council hereby authorizes the Mayor to execute a contract for election services between the City of Overton and Rusk County Elections for elections services for a Special Election to be held November 3, 2015 as so defined in the said Contract for Elections Services attached hereto as Exhibit A.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 20th DAY OF August, 2015.

CITY OF OVERTON

By: 
C.R. Evans Jr., Mayor

ATTEST:


Rachél Gafford, City Secretary



APPROVED AS TO FORM AND LEGALITY:

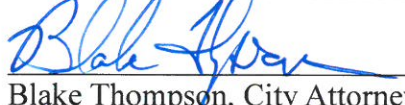

Blake Thompson, City Attorney

EXHIBIT A

THE STATE OF TEXAS
COUNTY OF RUSK

KNOW ALL MEN BY THESE PRESENTS:

CONTRACT FOR ELECTION SERVICES
CITY OF OVERTON

THIS AGREEMENT is made and entered into by and between the duly appointed and acting Rusk County Elections Administrator and the City of Overton and by authority of Section 31.092, Vernon's Texas Civil Statutes, Election Code for the leasing, programming, supervision and tabulation of the City of Overton Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. **IT IS AGREED TO AS FOLLOWS:**

1. **RUSK COUNTY ELECTIONS ADMINISTRATOR** in connection with conducting the CITY OF OVERTON election, shall assume the following responsibilities:
 - (A) Prepare lists of registered voters in City of Overton.
 - (B) Prepare any necessary submission to Department of Justice.
 - (C) Prepare notices of election for newspaper and for postings.
 - (D) Establish early and election day polling stations.
 - (E) Select Early Voting, Election Day, and Ballot Board workers.
 - (F) Order and distribute supplies for Early Voting and Election Day.
 - (G) Conduct training on the electronic voting machines.
 - (H) Program and test electronic voting machines for Early Voting and Election Day.
 - (I) Post notice of the test of the electronic voting machines.
 - (J) Deliver and set up electronic voting machines for Early Voting and Election Day.
 - (K) Print and process ballots for Early Voting by mail.

(L) Tabulate ballots voted by mail and in person for early voting and election day.

(M) Prepare daily reports for early voting and total reports for final results.

(N) Perform any and all other duties as necessary required under the Texas Election Code in order to conduct the City of Overton Election.

II. City of Overton in connection with conducting the City of Overton Election, shall assume the following responsibilities and shall directly bear any attendant cost for the same:

(A) Post notices of election.

(B) Deliver to the Contracting Officer as soon as possible, but not later than 45 days before the election, the proposition, issues, and/or candidate's names that are to be printed on the ballot with the exact working, spelling, and order that is to be used on the official ballot.

(C) Pay Early Voting, Election Day, and Ballot Board workers.

(D) Compensate Election Administrator for election expenses as set out in itemized cost estimate (Exhibit A).

(E) Pay an administrative fee not to exceed 10% of the total amount of the contract to the Elections Administrator of Rusk County. Said fee constitutes the total fee to be paid by the Henderson Independent School District for the services to be rendered by the Elections Administrator of Rusk County under this contract. Further, said fee is set forth in Exhibit A, which exhibit is attached to this contract and made a part hereof for all purposes.

III. General Conditions:

(A) The applicable number of voting precincts plus one (1) Early Voting station for Early Voting by mail and by personal appearance will be tabulated for the City of Overton Election.

(B) The City of Overton shall attend training conducted by the county on the use of the electronic voting machines.

(C) The City of Overton agrees to save and hold harmless the Elections Administrator and County Elections Department of Rusk County, Texas from any and all claims made that arise out of the failure or omission of the City of Overton to perform its obligations under this contract.

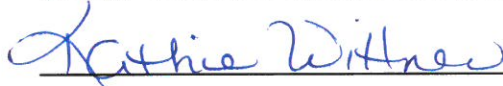
(D) The Elections Administrator and the County Elections Department of Rusk County, Texas, agree to save and hold harmless the City of Overton from any and all claims made arising out of the failure or omission of the Elections Administrator or the County Elections Department of Rusk County, Texas, to perform their obligations under this contract.

- (E) The contracting officer shall file copies of this contract with the County Treasurer and County Auditor of Rusk County, Texas, and the Henderson Independent School District will maintain a copy of the contract at its central office at .
- (F) This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- (G) Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written mutual consent of each of the parties hereto.
- (H) This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.
- (I) This contract embodies and does constitute the entire agreement between the parties and there are no prior effective representations, warranties, or agreements between the parties. This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.
- (J) The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not authorize this contract.
- (K) The City of Overton agrees to return all voting equipment to the Elections Administrator in the same condition as existed when it was received by the City of Overton and the City of Overton shall be responsible for any and all damages to said voting equipment while in the possession of City of Overton.

This contract is made and performable in Rusk County, Texas. **SIGNED AND EXECUTED THIS THE 20th DAY OF August, 2015.**

APPROVED:

RUSK COUNTY ELECTIONS ADMINISTRATOR



CITY OF OVERTON

