

RESOLUTION NO: 2016-08-18A

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 A GENERAL ELECTION THAT WILL BE HELD ON NOVEMBER 8, 2016.

WHEREAS, the Texas Election Code require that an election is required for any office holder to take Political Office and that a general election is required to be held by the entity on regular recurring fixed date [EC §1.005(6)].

WHEREAS, the City Council of the City of Overton, Texas has by Resolution No. 2015-07-16B established that the City's Regular General Election shall be held every year on the Uniform Election Date in November; 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 November 8, 2016, 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 General

Election and / or a Special Election to be held November 8, 2015 as so defined in the said Contract for Elections Services attached hereto as EXHIBIT A.

APPROVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 18th DAY OF AUGUST, 2016.



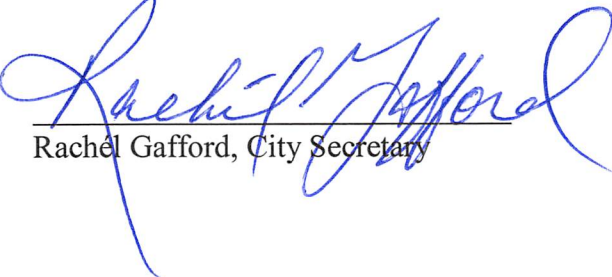
CITY OF OVERTON

By:


C.R. Evans Jr., Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:


Rachel Gafford, City Secretary



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, and Elections Code for the leasing, programming, supervision and tabulation of the **City of Overton** Election.

This contract must be signed and returned to Rusk County Elections Administrator before any actions listed will be conducted.

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) Establish Early and Election Day polling stations.
 - (C) Select Early Voting, Election Day, and Ballot Board workers.
 - (D) Order and distribute supplies for Early Voting and Election Day.
 - (E) Conduct training on the electronic voting machines.
 - (F) Program and test electronic voting machines for Early Voting and Election Day.
 - (G) Post notice of the test of the electronic voting machines.
 - (H) Deliver and set up electronic voting machines for Early Voting and Election Day.
 - (I) Print and process ballots for Early Voting by mail.
 - (J) Tabulate ballots voted by mail and in person for early voting and election day.
 - (K) Prepare daily reports for early voting and total reports for final results.

- (L) Perform any and all other duties as necessary required under the Texas Election Code in order or 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 78 days before the election, the proposition, issues, and/or candidate's names to be printed on the ballot with the exact wording, spelling, and order that is to be used on the official ballot.
- (C) Comply with all deadlines set by Secretary of State as pursuant to Texas Election Code and Vender responsible for the printing of paper ballots and programming for electronic voting.
- (D) 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 **City of Overton** 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 **City of Overton** will maintain a copy of the contract at its central office.

- (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**.

IV. ELECTION EXPENSES AND ALLOCATION OF COSTS

- (A) It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section VI of this contract.
- (B) Should the election be held as a joint election the allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per Election Day polling places. Costs for polling places shared by more than one participating authority shall be pro-rated among the participants utilizing that polling place.
- (C) Each participating authority agrees to pay the Rusk County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100 (d) of the Texas Election Code.
- (D) The Rusk County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) with the county treasury in accordance with Election Code Section 31.100.

V. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

- (A) Any participating authority may withdraw from a joint election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Rusk County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses.
- (B) Deadline to cancel election will fall on 79th day before Election Day. (Day after deadline for political subdivision to order election.)

VI. COST OF THE ELECTION

The exact amount of each participating authority's obligation under the terms of this contract shall be calculated after the election. The **City of Overton** shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator.

This contract is made and performable in Rusk County, Texas. **SIGNED AND EXECUTED**

THIS THE 18th DAY OF AUGUST, 2016.



APPROVED:

RUSK COUNTY ELECTIONS ADMINISTRATOR

MAYOR, CITY OF OVERTON

C. P. Evans, Jr.

**CITY OF OVERTON
Estimate - November 8, 2016**

			COST	QUANTITY	TOTAL
<u>Programming</u>	<u>E S & S</u>		\$ 9,680.65	4	\$ 2,420.16
SUBTOTAL					\$ 2,420.16
<u>County Administrative Fee</u>					
	10% calculated on final billing				\$ 242.02
TOTAL					\$ 2,662.18
PLEASE MAKE CHECK PAYABLE TO RUSK COUNTY ELECTIONS					