

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SAN ANGELO AND TOM GREEN COUNTY
FOR PURCHASE AND MAINTENANCE OF
VOTING EQUIPMENT AND HIRING OF PERSONNEL
FOR MAY ELECTIONS**

This Interlocal Agreement (hereinafter the "Agreement") is entered into, pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.000 *et. seq.*, by and between **Tom Green County**, (hereinafter the "County"), a political subdivision of the State of Texas, and the **City of San Angelo, Texas**, (hereinafter the "City"), a Texas home rule municipal corporation situated in Tom Green County, Texas. County and City may be referred to as "Party" or "Parties" herein.

WITNESSETH

WHEREAS, the City plans to continue to conduct its elections in May of even-numbered years; and

WHEREAS, the County will be required to purchase additional electronic voting equipment to facilitate elections in May of even-numbered years; and

WHEREAS, the City understands there will be annual maintenance costs associated with the electronic voting equipment; and

WHEREAS, the County will be required to retain additional temporary part-time personnel to manage the duties of conducting said elections; and

WHEREAS, the City agrees to reimburse the County for the County's purchase of this additional electronic voting equipment, to be responsible for the annual maintenance costs associated with this equipment and to be responsible for the costs of employing the temporary part-time personnel in conducting these elections:

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. **Conditions Precedent.** This Agreement is conditioned upon authorization by the governing bodies of the Parties hereto.
2. **Purpose.** The purpose of this Agreement is to establish a cooperative and mutually beneficial relationship between the Parties and to delineate the respective responsibilities of the Parties as it relates to the purchase of electronic voting equipment, maintenance of this electronic voting equipment, and the employment of temporary part-time personnel to conduct the elections.
3. **Term.** The term of this Agreement shall be from December 6, 2011 through December 31, 2012, and shall automatically renew annually unless earlier terminated as herein provided.

4. **Obligation of County.** The County agrees to:

- a. Purchase the required equipment itemized below and such other equipment as may be required to comply with the terms of this Agreement, to maintain such equipment and pay any annual license and support costs on said equipment.
 1. 9 JBC
 2. 6 eScans and Tubs (5 with double locks)
 3. 10 Eslates
 4. 1 DAU
 5. 3 Caddies, with wheels, for eSlates and DAU
- b. Hire temporary part-time personnel to perform the duties related to preparing and managing said elections.
- c. Retain ownership of the equipment and the equipment shall remain within the County's possession.

5. **Obligations of City.** The City agrees to:

- a. Reimburse the County for the costs associated with the purchase of the equipment outlined in paragraph 4 upon the execution of this Agreement and any further purchases by the County shall be reimbursed by the City within twenty (20) days of the receipt of the statement.
- b. Reimburse the County for all expenses and costs associated with the maintenance of the electronic voting equipment within twenty (20) days of the receipt of the statement.
- c. Reimburse the County for all expenses and costs associated with the hiring of temporary part-time personnel to conduct the May General Election. Payment shall be made to the County by City within twenty (20) days of receipt of the statement.

6. **Termination.** Either Party may terminate this Agreement without cause by giving the other Party one hundred twenty (120) days written notice of termination.

7. **Not a Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement. The Parties do not have an equal or mutual right of control.

8. **Sovereign Immunity.** By entering into this Agreement, neither Party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

9. **Status of Employees.** Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Workers' Compensation purposes or for any other reason. The City agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the City and not of County, and the County agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of the County and not of the City. Such employees, agents or representatives of either entity are not entitled to benefits conferred on the other entity's employees.

10. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

11. **Amendment.** This Agreement may only be amended by the mutual agreement of the Parties hereto in a writing signed by a duly authorized representative of each Party and attached to and incorporated into this Agreement. All amendments to the Agreement shall be submitted to the Commissioners Court and City Council for their consideration and approval.

12. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **Force Majeure.** In the event that either Party shall be prevented from performing its duties under this Agreement by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the Parties hereto, it shall not be considered a breach of this Agreement.

14. **Exclusivity.** This Agreement is non-exclusive and nothing herein shall in any way limit the right of the Parties to enter into agreements with other individuals or entities to provide the same or similar service.

15. **Notice.** Any notice to be given hereunder by either Party to the other shall be in writing and sent by First Class U.S. Mail, registered or certified, return receipt requested as follows:

To County:
Tom Green County
Attn: Elections Administrator
113 W. Beauregard
San Angelo, TX 76903

To City:
The City of San Angelo
Attn: City Manager
P.O. Box 1751
San Angelo, Texas 76902-1751

16. **Assignment of Rights and Delegation of Duties.** Due to the unique nature of this Agreement, the Parties agree that the County may not assign its rights or delegate its duties hereunder to any third party without the prior written consent and approval of the City, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.

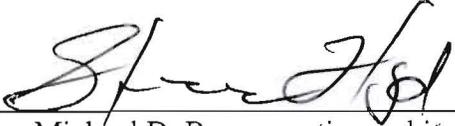
17. **Controlling Law.** This Agreement shall be made under, governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Tom Green County, Texas.

18. **Captions.** The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Agreement.

EXECUTED to be effective the 6th day of December, 2011.

TOM GREEN COUNTY, TEXAS

By:



~~Michael D. Brown~~, acting in his
official capacity and not individually
as Judge pro-tem.

Steve Floyd

Date:

December 13, 2011



ATTEST:



Elizabeth McGill, County Clerk

APPROVED AS TO FORM AND CONTENT:



Vona McKerley, Elections Administrator

CITY OF SAN ANGELO, TEXAS

By: [Signature]
Harold Dominguez, City Manager

Date: 12/22/11

ATTEST:

By: [Signature]
Alicia Ramirez, City Clerk

Date: 12/22/11

APPROVED AS TO FORM:

By: [Signature]
Lysia H. Bowling, City Attorney

Date: 12/22/2011

APPROVED AS TO CONTENT:

By: [Signature]
Alicia Ramirez, City Clerk

Date: 12/22/11

APPROVED AS TO INSURANCE:

By: [Signature]
John Seaton, Risk Manager

Date: 12/22/11

VERIBEST INDEPENDENT SCHOOL DISTRICT

By: [Signature]
~~Michael H. Stock~~, President Board of Trustees
Dalena A. Freeman

Date: 1-17-2012

ATTEST:

By: [Signature]
TASH BAUERSTEIN, Secretary

WALL INDEPENDENT SCHOOL DISTRICT

By: [Signature]
Walter Holik, Jr., President Board of Trustees
Erwin Schwartz, Jr.

Date: 12/22/11

ATTEST:

By: [Signature]
Secretary
Michael C Hoelscher

acres located northeast of the existing city's corporate limits, composed of the following: 128 acres out of J. Fenner survey 1, 77 acres out of bullock survey 10, 329 acres out of Mrs. Julia A. Egglestone survey 2, 29 acres out of J. Pocintevent survey 1113, 653 acres out of Washington County Railroad Co. surveys 178 and 179, and 94 acres of highway and railroad right-of-way, in Tom Green County, Texas, being within the extra territorial jurisdiction of the city and adjacent and contiguous to the present corporate limits of the City of San Angelo; finding that all necessary and legally required conditions have been satisfied; describing the territory annexed and extending the corporate limits of the City of San Angelo, Texas to include the annexed territory; providing a service plan therefore; obligating the property situated therein to bear its pro-rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants and owners of said territory; providing a severability clause and providing an effective date

(Presentation by Planning Manager AJ Fawver)

20. Consideration of adopting a Resolution authorizing the City Manager to execute a temporary nonexclusive Sidewalk Use License Agreement with Phyllis Cox for sidewalk café use at 123 and 125 S. Chadbourne Street and such other instruments as may be necessary or convenient for carrying out such purposes; and, finding a public purpose and benefit therein

(Presentation by Development Coordinator Robert Schneeman)

21. First public hearing and consideration of introduction of an Ordinance amending chapter 12.900 entitled "Tax Increment Reinvestment Zone" of the San Angelo Code of Ordinances by amending section 12.902, entitled "Tax Increment Reinvestment Zone Boundaries"; providing for severability; and, providing for an effective date

(Presentation by Community and Economic Development Director Shawn Lewis)

22. Discussion and consideration of the Fiscal Year 2012 budgeted capital funding as it relates to the 2011-2016 Capital Improvement Plan for the City of San Angelo

(Presentation by Finance Director Michael Dane)

23. Consideration of adopting a Resolution casting votes for one nominee or distributing them among nominees for a position on the Board of Directors of the Tom Green County Appraisal District for the January 1, 2012 through December 31, 2013 term of office

(Presentation by City Clerk Alicia Ramirez)

- * 24. Consideration of authorizing the City Manager to negotiate and execute a Memorandum of Understanding in the preparation, adoption and implementation of an agreement for joint election and for election services, for the sharing of costs of holding a joint election, and for the acquisition or lease of election equipment including electronic voting machines

(Presentation by City Manager Harold Dominguez and City Clerk Alicia Ramirez)

- * 25. Consideration of adopting a Resolution designating polling places within the election precincts within the City of San Angelo, Texas for elections ordered; providing for pre-clearance and all other necessary actions; and providing for an effective date

(Presentation by City Clerk Alicia Ramirez)

H. FOLLOW UP AND ADMINISTRATIVE ISSUES

26. Consideration of matters discussed in Executive/Session, if needed;