

**INTERLOCAL AGREEMENT FOR JOINT ELECTIONS, THE ACQUISITION OF  
ELECTION EQUIPMENT, MAINTENANCE OF ELECTION EQUIPMENT,  
AND THE CONDUCTING OF 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** ("County"), a political subdivision of the State of Texas, and the following Local Political Subdivisions ("LPS"): **City of San Angelo, Texas**, a Texas home rule municipal corporation situated in Tom Green County, Texas ("City"), **Wall Independent School District** situated in Tom Green County, Texas ("WISD") and **Veribest Independent School District** situated in Tom Green County, Texas ("VISD"). City, County, WISD, and VISD may also be referred to herein as "Party" or Parties".

**WITNESSETH**

**WHEREAS**, the LPS parties have entered into this Interlocal Agreement for Joint Elections, the Acquisition of Election Equipment, Maintenance of Election Equipment, and the Conducting of Elections with the County wherein the Parties have agreed to enter into a separate interlocal agreement which further clarifies and provides for the purchase of electronic voting equipment necessary to conduct the joint elections agreed to, and providing for reimbursement to the county of the cost of that election equipment and for maintenance; and

**WHEREAS**, the City will be responsible for the cost incurred by the County in purchasing or leasing additional election equipment as necessary for eight sets of electronic voting equipment to equip City polling locations; and

**WHEREAS**, the VISD and WISD will each be responsible for the cost to be incurred by the County in purchasing or leasing additional election equipment as necessary for one set of electronic voting equipment to equip a polling location for VISD and WISD; 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 LPS parties agree to reimburse the County for the County's purchase of the 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. The responsibility for reimbursement of these costs is to be proportionately divided among the LPS parties with the City responsible for eighty percent (80%), WISD responsible for ten percent (10%) and VISD responsible for ten percent (10%):

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

1. **Recitals Adopted.** The foregoing recitals are hereby acknowledged as true and correct by

each of the Parties and are adopted herein for all purposes.

2. **Conditions Precedent.** This Agreement is conditioned upon authorization by the governing bodies of the Parties hereto.
3. **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.
4. **Term.** The term of this Agreement shall be from December 6, 2011 through December 31, 2022, and shall automatically renew annually unless earlier terminated as herein provided.
5. **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.
6. **Obligations of LPS Parties.** The City, WISD and VISD agree to be responsible for the following reimbursements to the County, proportionately as set forth above:
  - a. Reimburse the County for the costs associated with the purchase of the equipment outlined in paragraph 5 upon the execution of this Agreement and any further purchases by the County shall be reimbursed by the LPS parties 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 and any license and support costs 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 election. Payment shall be made to the County by the LPS party within twenty (20) days of receipt of the statement.

7. **Termination.** Any Party may terminate this Agreement without cause by giving the other Parties one hundred eighty (180) days written notice of termination.
8. **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.
9. **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.
10. **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 LPS parties each agree that all persons employed by it to furnish services hereunder are employees, agents or representatives of the respective LPS party and not of the 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 respective LPS parties. Such employees, agents or representatives of any one entity to this Agreement are not entitled to benefits conferred on any other entity's employees.
11. **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.
12. **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 governing body of each of the Parties for their consideration and approval.
13. **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.
14. **Force Majeure.** In the event that any 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.

15. **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.
16. **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:

**For the County:**

Name: Vona McKerley  
Title: Election Administrator  
Street Address: Office of Elections, 113 W. Beauregard  
City and Zip: San Angelo, Texas 76903  
Tel: 325-659-6541  
Fax: 325-657-9226  
Email: [vona.mckerley@co.tom-green.tx.us](mailto:vona.mckerley@co.tom-green.tx.us) or  
[elections@co.tom-green.tx.us](mailto:elections@co.tom-green.tx.us)

**For the City of San Angelo:**

Name: Alicia Ramirez  
Title: City Clerk  
LPS Name: City of San Angelo  
Street Address: 72 W. College  
City & Zip: San Angelo, TX 76903  
Tel: 325-657-4405  
Fax: 325-481-2695  
Email: [alicia.ramirez@sanangelotexas.us](mailto:alicia.ramirez@sanangelotexas.us)

**For the Wall Independent School District:**

Name: Walter Holik, Jr.  
Title: Superintendent  
LPS Name: Wall Independent School District  
Street Address: P.O. Box 259, 8065 Loop 570  
City & Zip: Wall, TX 76957  
Tel: 325-651-7790  
Fax: 325-651-5081  
Email: [walter.holik@wallisd.net](mailto:walter.holik@wallisd.net)

**For the Veribest Independent School District:**

Name: Michael E. Steck  
Title: Superintendent  
LPS Name: Veribest Independent School District  
Street Address: P.O. Box 490, 10062 F.M. Hwy. 380  
City & Zip: Veribest, TX. 76886  
Tel: 325.655.4912 (x-102)  
Fax: 325.655.3355  
Email: [michael.steck@veribestisd.net](mailto:michael.steck@veribestisd.net)

- 17. **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 other parties, which consent shall not be unreasonably withheld. Any purported assignment, transfer or conveyance without such written consent shall be null and void.
- 18. **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.
- 19. **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 27 day of December, 2011.

**TOM GREEN COUNTY, TEXAS**

By: *Michael D. Brown*  
Michael D. Brown, acting in his  
official capacity and not individually

Date: 12-27-11

ATTEST:

By: *Elizabeth McGill*  
Elizabeth McGill, County Clerk

APPROVED AS TO FORM AND CONTENT:

*Vona McKerley*  
Vona McKerley, Elections Administrator

Date: 12-27-11



**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: \_\_\_\_\_  
Michael E. Steck, President Board of Trustees

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_, Secretary

**WALL INDEPENDENT SCHOOL DISTRICT**

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

Date: 12/22/11

**ATTEST:**

By: \_\_\_\_\_, Secretary