

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT  
 FOR THE LOAN OF VOTING EQUIPMENT**

**THIS AGREEMENT** is made and entered by and between Harris County, Texas, acting by and through its County Commissioners Court, hereinafter referred to as the "Harris County," and Fort Bend County, Texas, acting by and through its County Commissioners Court, hereinafter referred to as "Fort Bend County," under the authority of Section 791.011(a) of the Texas Government Code (Vernon Supp. 2009) and Section 123.031 of the Texas Election Code (Vernon 2010).

**WHEREAS**, on August 27, 2010, Harris County suffered a warehouse fire that destroyed a significant number of its Hart Intercivic standard and disabled access (DAU) eSlate voting machines ("eSlates") and the control devices known as the Judge's Booth Controllers ("JBCs"), which constitute its voting system; and

**WHEREAS**, Fort Bend County also utilizes Hart Intercivic eSlates and JBCs as its voting system; and

**WHEREAS**, the General Election for State and County Officers will occur on November 2, 2010 ("the General Election"); and

**WHEREAS**, Harris County no longer has a sufficient number of eSlates and JBCs to use in the General Election; and

**WHEREAS**, Fort Bend County has a certain number of eSlates and/or JBCs beyond what it needs in General Election that it is able to loan to Harris County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter set out, the Parties to this Interlocal Cooperation Agreement agree as follows:

**1. eSlates and JBCs to be Loaned**

- 1.1 Fort Bend County will provide not more than 425 eSlates, 15 DAU eSlates, and 190 JBCs to Harris County. Fort Bend County Elections Administrator will provide the serial numbers of the eSlates and JBCs being provided to Harris County and will attach a list of those eSlates and JBCs as Exhibit A, which will be attached to and made a part of this Agreement.

- 1.2 It is the responsibility of Fort Bend County to affix an ID tag to each of its eSlates and JBCs identifying the equipment as owned by Fort Bend County.
- 1.3 (Option one) ☐ Fort Bend County self-insures the eSlates and JBCs against loss or damage while they are in transit, in storage, or being used in polling places or early voting locations.
- (Option two) ☐ Fort Bend County insures (usual and customary standard perils policy) while the eSlates and JBCs are in transit between Fort Bend County and Harris County, while they are in temporary storage in Harris County, and while they are in use in Harris County.
- 1.4 The eSlates will include all cables, batteries, booth (including privacy screens), and booth instructions necessary to their use and operation. The JBCs will include all cables, power cords, and batteries necessary to their use and operation. "Pigtails" may or may not be included. However, it is understood that the batteries have not been checked and it may be necessary for Harris County to replace the batteries. Security seals and paper rolls are not included.
- 1.5 Fort Bend County shall utilize the form attached as Exhibit C for internal tracking of eSlates and JBCs loaned to Harris County.

## **2. Condition of eSlates and JBCs to be Loaned**

- 2.1 Because Fort Bend County has not performed its pre-election checking and testing of the voting equipment, it does not guarantee the condition of the eSlates and JBCs and they are made available on an "as is" basis.
- 2.2 If an eSlate or JBC does not operate when it is tested in Harris County, and the failure to operate is not the result of damage during transit or operations in Harris County, Harris County shall tag the unit and notify Fort Bend County of the problem. The unit so tagged will be returned to Fort Bend County with the other loaned eSlates and JBCs after the General Election.

## **3. Loss or Damage to eSlates and JBCs**

- 3.1 If Fort Bend County self-insures the eSlates and JBCs against loss or damage, then the risk of loss to the loaned eSlates and JBCs while in transit to or from Harris County, while in temporary storage in Harris County, and while in use in Harris County is borne by Harris County. Harris County is responsible for the cost of repair or replacement in the event of any loss or damage to Fort Bend County's eSlates and JBCs while in transit to or from Harris County, while in temporary storage in Harris County, and while in use in Harris County, except as provided in section 2.2 above.
- 3.2 If Fort Bend County carries insurance on its eSlates and JBCs, then the cost of such insurance will be built into the rate it charges Harris County for the use of its eSlates and

JBCs and such insurance will pay for any loss or damage to the eSlates and JBCs during transit to and from Harris County or while in use in Harris County. However, if Fort Bend County's insurance does not cover the event of loss or damage to the eSlates or JBCs, either because the peril or event is not usually covered, because the damage is the result of ordinary wear and tear or is a standard maintenance item, or the cost of repair is less than the deductible, then Harris County is responsible for paying for the cost of repairing or replacing the lost or damaged unit(s).

**4. Representatives of Harris County and Fort Bend County**

- 4.1 For purposes of implementing and carrying out this Agreement, Harris County and Fort Bend County designate the following representatives, and whenever the Agreement requires submission of information, notice, or actions to be undertaken, such submission, notice, or actions shall be made or performed by these individuals:

For Harris County:

*Name* \_\_\_\_\_

*Mailing Address* \_\_\_\_\_

*Tel.:* \_\_\_\_\_

*Cell Phone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Alternate Name* \_\_\_\_\_

*Mailing Address* \_\_\_\_\_

*Tel.:* \_\_\_\_\_

*Cell Phone:* \_\_\_\_\_

*Fax:* \_\_\_\_\_

*Email:* \_\_\_\_\_

For Fort Bend County:

*Name:* John Oldham, Elections Administrator

*Mailing Address* 4520 Reading Road, Suite A  
Rosenberg, Texas 77471

*Tel.:* 281-341-8670

*Fax:* 281-341-4418

*Email:* [John.Oldham@co.fort-bend.tx.us](mailto:John.Oldham@co.fort-bend.tx.us)

- 4.2 None of the above representatives has the authority to alter or amend this Agreement. This Agreement may only be amended in writing with the approval of Harris County Commissioners Court and the Fort Bend County Commissioners Court.

**5. Transportation and Delivery of the eSlates and JBCs**

- 5.1 The representatives of Harris County and Fort Bend County shall establish a plan in writing for packing, transporting, and delivering the eSlates and JBCs to a specific address in Harris County and a schedule for doing so. An exchange of emails setting forth the plan for packing, transporting, and delivery and schedule is sufficient compliance with this section. Transportation and delivery of all eSlates and JBCs to and from Harris County shall be the sole responsibility of Harris County.
- 5.2 Beginning at the location where the eSlates and JBCs are warehoused in Fort Bend County, the movement of the eSlates and JBCs shall be documented by a Chain of Custody document, a copy of which is attached to and made a part of this Agreement as Exhibit B, signed each time the equipment changes hands by at least two people. The original Chain of Custody document will be returned to Fort Bend County, which shall send a copy of the original form to Harris County once the eSlates and JBCs have been returned to Fort Bend County's warehouse.

**6. Compensation**


Fort Bend County will invoice Harris County for the loan of the eSlates and JBCs at the following rates: \$\_\_\_\_-0\_\_\_/eSlate] and \$\_\_\_\_-0-\_\_\_/JBC]. Harris County will provide, or will contract with third parties to provide, packing and transportation of the eSlates and JBCs from Fort Bend County to Harris County and return, and bear all costs of such packing and transportation.

**7. Governing Law and Venue**

- 7.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Texas.
- 7.2 The venue for any disputes arising out of or in connection with this Agreement shall be in Fort Bend County. Any depositions will be conducted in Fort Bend County.

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW. This Interlocal Agreement shall be effective on the dated signed by the final party:

FORT BEND COUNTY, TEXAS

  
\_\_\_\_\_  
Robert Hebert, Fort Bend County Judge


HARRIS COUNTY, TEXAS

\_\_\_\_\_

Date: \_\_\_\_\_ 9-1-10

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

ATTEST:

  
\_\_\_\_\_  
Dianne Wilson, Fort Bend County Clerk

ATTEST:

\_\_\_\_\_  
County Clerk

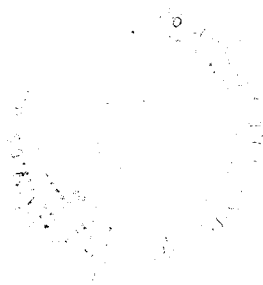


EXHIBIT A  
VOTING EQUIPMENT TO BE LOANED

County Loaning the Equipment: \_\_\_\_\_

Serial Numbers of Loaned eSlates	Serial Numbers of Loaned JBCs

EXHIBIT B  
CHAIN OF CUSTODY DOCUMENT

## EXHIBIT C

### INVENTORY ACTION NOTICE FOR INTERDEPARTMENTAL TRANSFERS

Original Location: \_\_\_\_\_ Dept #: \_\_\_\_\_

Tag #: \_\_\_\_\_ Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Asset Description: \_\_\_\_\_

TRANSFER	NEW LOCATION & #: _____	Transfer Date: _____
	Reason for Transfer: _____	

THIS IS TO CERTIFY THAT THE ABOVE ASSET HAS BEEN RELOCATED WITHIN THE DEPARTMENT AS NOTED. THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Department Head Signature (or Authorized Agent)

\_\_\_\_\_  
Date

FOR PURCHASING'S USE ONLY  
PROCESSED BY & DATE: \_\_\_\_\_

FOR AUDITOR'S USE ONLY  
ENTERED BY & DATE: \_\_\_\_\_