

INTERLOCAL AGREEMENT FOR CONTRACTUAL OBLIGATIONS AND VOTING EQUIPMENT AND SUPPLIES RECEIVED

This AGREEMENT is entered into and between Rockwall County, Texas, a political subdivision in the State of Texas and Johnson County, hereinafter referred to as the Recipient Agency.

PURPOSE: This Interlocal Agreement outlines the requirements for the transfer and use of property obtained by Rockwall County under a grant with the United States of America, represented by The Defense Human Resources Activity (DHRA). The executed grant number for this grant is H98210-13-BAA-0001.

DISCUSSION: Funding has been provided to purchase and implement a comprehensive, automated UOCAVA Voter Services and eBalloting system to be used by the Your Texas – Your Vote Consortium of Counties.

RESPONSIBILITIES: Johnson County County agrees to the following conditions:

DATA COLLECTION POINTS: The Recipient Agency shall prepare data collection point reports in accordance with FVAP reporting requirements by completing the attached Excel worksheet "Data Points Worksheet" which is due to Rockwall County 40 days after each election for federal office during the grant's term. Additional data collection may be required, but likely will be the responsibility of the vendor, Democracy Live. The term "election" is defined as (A) a Federal special, primary, or runoff election; (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President. *Take note that some of the data points will have to be manually compiled.*

SPECIAL REPORTING REQUIREMENTS: The Recipient shall immediately notify Rockwall County of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

MATERIALS AND SUPPLIES: Rockwall County agrees to transfer temporary ownership of the materials and supplies listed below to the Recipient Agency which agrees to maintain the property at its sole expense. In addition the Recipient Agency agrees to Audit Requirements of the property which may include, but are not limited to, on-site visits by County or Federal staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. The Recipient Agency agrees to use all property for its intended purposes. The Recipient Agency agrees not to transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the listed property without prior written consent of Rockwall County. The Recipient Agency agrees to administer a system to protect, preserve,

use, maintain, and dispose of the property listed in accordance with federal guidelines 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

By entering into this Agreement, the Recipient Agency agrees to comply and cooperate with any monitoring procedures deemed appropriate by Rockwall County and the DHRA grants program for a period of five (5) years.

The Recipient further understands that if the necessary funds are not available to fund this agreement as a result of action by Congress, DHRA, or the Office of Management and Budgeting, all obligations on the part of Rockwall County shall terminate.

Description of Property: An exhibit to this agreement will be provided when the equipment/property is purchased.

Contact Information: Any notifications or other communications related to this Agreement shall be sent to the following contacts:

Rockwall County

Recipient Agency

Glenda Denton
Rockwall County Elections Administrator
107 E. Kaufman St.
Rockwall, TX 75087

[Name] Patty Bourgeois
[Title] Johnson County Elections Administrator
[Address] 103 S. Walnut St
[City, State, Zip] Cleburne, Texas 76033

AUTHORITY: This Interlocal Agreement is created by the authority of Rockwall County and the Recipient Agency listed below.

ROCKWALL COUNTY

By: 
Jerry Hogan, County Judge

Date: 12/3/12

COUNTY OF Johnson

By: 

Printed Name/Title: Roger Harmon, County Judge

Date: 11/18/13