

# The State of Texas



Elections Division  
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Austin, Texas 78711-2060  
www.sos.state.tx.us

Phone: 512-463-5650  
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Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Roger Williams  
Secretary of State

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## TO ALL COUNTY OFFICIALS OF COUNTIES CONVERTING TO TVRS

Date

*January 24, 2006*

Pursuant to our agreement, enclosed for your signature is the Texas Voter Registration System (TVRS) Contract executed by the Secretary of State.

Please complete page 6, sign the contract, make a complete copy for your records, and return the original contract complete back to our office within two (2) weeks of the date of this letter. If you have any questions, please call Karen Richards, Louria Harrigan, Brenda Hester or A.J. Harper toll free at 800-252-2216.

Thank you for your immediate attention to this matter.

Sincerely,

*Ann McGeehan*

Ann McGeehan  
Director of Elections

Enclosure

AM:BH:bh

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**INTERLOCAL COOPERATION AGREEMENT**  
**for "County A's"**

This Interlocal Cooperation Agreement (the "Agreement") is entered into by and between the Secretary of State of Texas (the "Agency") and the County of **Wise** (the "County"), on behalf of the County Voter Registrar, on **January 23, 2006** (the "Effective Date"), each acting by and through its duly authorized officers pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code § 791.025 (Vernon 1986 & Supp. 1998).

**RECITALS**

**WHEREAS**, a team of county officials and representatives of the Agency has designed and developed the Texas Voter Registration System (TVRS);

**WHEREAS**, the design of the system is based on a client/server architecture using a Graphical User Interface (GUI) which is Windows based; and

**WHEREAS**, the Agency desires to establish a more productive and efficient method of voter registration and jury selection in the County via the County's acquisition of the TVRS; and

**WHEREAS**, the TVRS has the capability to perform various functions, including, but not limited to: providing automatic assignment of precincts and jurisdictions; providing searches by almost every field of the voter registration application; providing street standardization; providing bar coding (requires a laser printer); generating required voter registration notices, complying with public information requests; providing voter activity history; providing statistical reports; providing complete jury wheel system functionality; producing mass cancellation of suspense voters; completing NVRA tracking; providing a pending action 'to do' list; tracking volunteer deputy registrars, and providing lists of voters on a particular street; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article I**  
**PREREQUISITES**

**1.1. Database.** The County shall maintain its voter registration and/or jury wheel information (collectively, the "Live Data") on the Agency's Database Server (the "SOS Server") and shall access the Live Data from the SOS Server through a single personal computer ("PC") at the County Voter Registrar's office, or through multiple PCs

(accessing the voter registration information from the County Voter Registrar's office and the jury wheel information from the District Clerk's office), using a modem and a regular phone line or through an Internet connection.

**1.2. Hardware; Software.** The County shall purchase, set up and configure all hardware and software listed as requirements in Appendix A, attached hereto and made a part hereof for all purposes, prior to any and all dates of Installation, hereinafter defined. The County may use state funds in accordance with the requirements of Tex. Elec. Code Ann. § 19.001 et. seq. (Vernon 1986 & Supp. 2002) ("Chapter 19 Funds") to make such purchases. The Agency shall verify that the County has properly set up and configured such required hardware and software before any Installation takes place.

**1.3. Dates.** The Agency shall determine the dates for any and all: (1) Installation(s); (2) Training, hereinafter defined; (3) the Testing Period(s), hereinafter defined; and (4) Conversion(s), hereinafter defined, and shall notify the County by U.S. mail, e-mail, or facsimile of such dates in a document titled "Appendix B", which shall be attached hereto and made a part hereof for all purposes, at least two (2) days before any Installation begins.

## **Article II**

### **INSTALLATION**

**2.1. Installation.** Agency personnel shall assist, if necessary, to install the Application, hereinafter defined, onto a County's PC and if a county is utilizing a direct dial up connection, adjust the dialing string to connect through the Texan Service. If a county is connecting through an Internet connection, the county assumes responsibility for their Internet connectivity, to provide that PC access to the State of Texas Network phone system (the successful completion of such actions referred to as "Installation") by remote means, according to Section 2.1.1 for all counties other than those specified in Section 2.1.2, and in person, according to Section 2.1.2 for the counties specified in such Section 2.1.2, on the date(s) and at the location(s) documented for such Installation in Appendix B. Installation does not include the loading or configuring of any hardware or software listed in Appendix A.

**2.1.1. Remote Installation; User's Manual; Training Exercises.** If Agency personnel shall conduct Installation at the County Voter Registrar's office and/or the District Clerk's office through electronic means from Austin ("Remote Installation"), the Agency shall send to the County a hardcopy user's manual and a hardcopy set of training exercises within ten (10) days of the date of any such Remote Installation.

**2.1.2. In-Person Installation; User's Manual; Training Exercises.** If Agency personnel travel to the County to conduct Installation in person ("In-Person Installation") at the County Voter Registrar's Office and/or the District Clerk's

Office, the Agency shall also deliver to the county a hardcopy user's manual and a hardcopy set of training exercises at the time of installation.

**2.2. The "Application".** Installation shall involve the following software: (1) TVRS; (2) Quick Reports; and (3) Borland Database Engine (such software, collectively, the "Application").

**2.3. Test Database; Testing Period.** Upon any Installation, the County shall have access to a test database (the "Test Database") set up by the Agency which contains bogus data (the "Test Data") for a period of days, (the "Testing Period"), the dates of which period(s) shall be documented in Appendix B, during which time the County may practice performing various functions of the Application.

### **Article III TRAINING**

**3.1. Training; Location, Frequency and Duration.** Agency personnel shall provide instruction and guidance on the use of the Application ("Training") through a training session(s). The date(s) and location(s) of Training for each county shall be arranged and documented by the Agency in Appendix B. Training shall not include instruction on basic computer functions such as how to operate a computer, how to use Microsoft Windows, or how to operate a printer.

### **Article IV CONVERSION**

**4.1. Conversion of Data.** By the end of any Testing Period, the Agency shall have transferred the County's Live Data from the offline database to the online database (such transfer and the resulting ability of the County to access Live Data rather than Test Data from the SOS Server referred to as "Conversion").

**4.2. Conversion Date.** On the date immediately following the last day of any Testing Period (the "Conversion Date"), which date(s) shall be documented in Appendix B, the County shall have access to its Live Data on the SOS Server.

**4.3. Conversion Reports.** The Agency shall develop a series of reports ("Conversion Reports") notifying the County of data which does not conform to the parameters of the Application. The Agency shall send the County the Conversion Reports within fourteen (14) days of the Conversion Date for the County Voter Registrar's office.

### **Article V**

## SUPPORT

**5.1. Support.** The Agency shall, in addition to providing Training as described in Section 3.1, provide ongoing guidance by telephone (“Support”) on the use of the TVRS. Support shall be available during regular business hours (from 8:00 a.m. to 5 p.m., Monday through Friday, except on state or federal holidays) at any of the following phone numbers:

-- (512) 463-5650

-- (800) 252-2216

Support shall not include instruction on basic computer functions such as how to operate a computer, how to use Microsoft Windows, or how to operate a printer.

## Article VI MISCELLANEOUS

~~6.1. **Online Service Fee.** The County shall be obligated to pay an online service fee (the “Fee”) to the Agency according to the rate schedule below, with the schedule to be determined at a later date by the Agency and documented in an addendum to this Agreement, a copy of which shall be provided to the County. The fee is determined by the number of registered voters at the beginning of each voting year (i.e., January 1<sup>st</sup>). Chapter 19 Funds may be used to pay the Fee.~~

NUMBER OF VOTERS	ANNUAL FEE
1 - 5,000	\$230.00
5,001 - 10,000	\$460.00
10,001 - 20,000	\$690.00
20,001 - 50,000	\$920.00
50,001 - 100,000	\$1,150.00
Over 100,001	\$1,380.00

**6.2. Termination.** This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination.

**6.3. Severability.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be ineffective only to the extent of such determination without affecting the validity or enforceability of the remaining provisions of this Agreement.

**6.4. Entire Agreement; Modification; Waiver; No Implication.** This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. Except for the determination of (1) the date(s) of Installation as described in Section 2.1 and documented in Appendix B; (2) the Testing Period(s) as described in Section 2.3 and documented in Appendix B; (3) the Conversion Date(s) as described in Section 4.2 and documented in Appendix B; (4) the date(s) and location(s) of Training as described in Section 3.1 and documented in Appendix B; and (5) the determination of the Fee and the schedule for payment thereof as described in Section 6.1, modifications shall be effective only if in writing and signed by both parties hereto. A waiver shall be effective only if in writing and signed and, then, only to the extent of its express terms.

**6.5. Choice of Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, notwithstanding conflicts of law principles that might refer the governance hereof to the laws of another jurisdiction. The venue of any actions arising out of this Agreement shall lie in Travis County, Texas.

**6.6. Force Majeure.** No party shall be liable for any failure to perform its obligations hereunder where such failure results from any act of God or other cause beyond such party's reasonable control, including, without limitation, any unanticipatable mechanical, electronic or communications failure, or any act or terrorism, which prevents such party from transmitting or receiving data.

**6.7. Limitation of Liability.** The Agency shall not be liable in any manner for incidental, consequential, special, punitive, or exemplary damages of any kind. The Agency shall be liable only for those actual damages which the County has sustained as the sole and direct cause of the Agency's material breach of this Agreement or the Agency's tortious act.

**6.8. Disclaimer of Warranties.** No representation of warranty of merchantability, fitness for use or for a particular purpose, or other such representation is made as to the Application.

**6.9. Indemnification.** The County shall defend, indemnify and hold the Agency harmless from any and all losses, liabilities, damages, destructions, injuries, deaths, claims, demands, costs, causes of action, lawsuits, expenses, or other liabilities arising out of, or connected with, the possession or use of the Application by the County during the term of this Agreement, including, but not limited to, any and all claims of or liabilities to third parties.

**6.10. Notice.** Any notice or other submission which may be or is required to be given under this Agreement shall be sent by certified United States mail, postage prepaid, return

receipt requested, to the respective parties at the addresses noted below, such notice or other submission to be effective upon mailing:

**Secretary of State of Texas**  
Attn: Ann McGeehan  
P.O. Box 12697  
Austin, Texas 78711-2697

**County of Wise**  
Attn: Monte S. Shaw  
404 W. Walnut St.  
Decatur, Texas 76234

**6.11. Signature Capacity.** By executing this Agreement in the space provided therefor below, each person who does so represents and warrants to the other party that he/she has the capacity to bind the party on whose behalf he/she executes this Agreement.

**6.12. Effective Date.** The Agreement shall be effective on the date in which both the Agency and County executes this Agreement below.

The Secretary of State of Texas

County of Wise

By:

Name: Roger Williams

Title: Secretary of State

Date: 2/15/2006

By:

Name: Dick Chase

Title: Wise County Judge

Date: 2-7-06

## APPENDIX A

This document is a part of the Interlocal Cooperation Agreement for "County A's" (the "Agreement"), entered into by and between the Secretary of State of Texas and the County of Wise on the Effective Date, as such term is defined in the Agreement, and shall be attached thereto and made a part thereof for all purposes.

### Requirements: Hardware

**CPU Configuration.** A Pentium processor, which must have the following minimum capabilities:

128 MB Ram; 1 GB Hard Drive; CD Rom Drive, 3-1/2" Disk Drive, SVGA Color Monitor .28dp

**Modem.** 56K baud rate modem, either internal or external for direct dialup connectivity.

### **Internet connectivity.**

**Printer.** At least a dot matrix, or laserjet printer (supported by Windows '95). If **Dot-Matrix**, the Agency recommends (but does not require) a printer capable of producing lists on continuous form paper using a tractor feed.

### Requirements: Software

(1) Windows '95 "B" or '98 2<sup>nd</sup> Edition, Windows NT, Windows 2000.

(2) PCAnywhere for Windows, BE A HOST version, Ver. 10.5 (or the latest version).

### Optional Equipment for Bar Coding Capability.

(1) **Bar Code Reader.** Similar or equal to: (2) LS 2000 MX12 + Laser, VLD HHLC (laser gun).

(2) **Printer.** Laser Jet with at least 6 ppm (supported by Windows).

**APPENDIX B**

This document is a part of the Interlocal Cooperation Agreement for "County A's" (the "Agreement"), entered into by and between the Secretary of State of Texas and the County of Wise on the Effective Date, as such term is defined in the Agreement, and shall be attached thereto and made a part thereof for all purposes.

**LOCATION**  
**VOTER REGISTRAR'S OFFICE**

**LOCATION**  
**DISTRICT CLERK'S OFFICE**

**I. Installation.** The date of Installation, as such term is defined in the Agreement, shall be **August 25, 2005**.

**I. Installation.** The date of Installation, as such term is defined in the Agreement, shall be \_\_\_\_\_, 20\_\_.

**II. Testing Period.** The Testing Period, as such term is defined in the Agreement, shall begin on **August 25, 2005** and shall end on **January 23, 2006**.

**II. Testing Period.** The Testing Period, as such term is defined in the Agreement, shall begin on \_\_\_\_\_, 20\_\_, and shall end on \_\_\_\_\_, 20\_\_.

**III. Conversion Date.** The Conversion Date, as such term is defined in the Agreement, shall be **January 23, 2006**.

**III. Conversion Date.** The Conversion Date, as such term is defined in the Agreement, shall be \_\_\_\_\_, 20\_\_.

**IV. Training.** The training schedule for the County shall be as follows:

**IV. Training.** The training schedule for the County shall be as follows:

**A) Location(s):**

**A) Location(s)**

**Nell Hays Conference Room  
4<sup>th</sup> Floor, Rudder Building  
1019 Brazos Street  
Austin, Texas 78701**

**B) Date(s)**

**B) Date(s): December 8, 2005**