



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING
MARCH 6, 2018
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on MARCH 6, 2018 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Public Comment
5. February 2018 Police Report - Police Chief
6. Consideration/Action on Resolution Amending Resolution No. 312 - Designating the Method of Voting
7. Consideration/Action on an Election Equipment Lease Agreement with Cameron County
8. Public Comment
9. Executive Session – Pursuant to Section 551.071(2) of the Texas Government Code to hold a private consultation with the Town Attorney on a matter in which the duty of the attorney to the Town under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551.
10. Adjourn

A handwritten signature in blue ink, appearing to read "Fred Blanco", is written over the "10. Adjourn" line.

Fred Blanco, Town Administrator

1. Call to Order

by Mayor Rathbun

2. Roll Call

by Isabel Perales

Aldерwoman Guerrero

Alderman Lucio

Aldерwoman Salinas

Aldерwoman Truan

Alderman Vera

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Fred Blanco.

3. Invocation and Pledge

The pledge of allegiance to the United States Flag:

“I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

And the pledge of allegiance to the Texas State Flag is,

“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

4. Public Comment

5. February 2018 Police Report - Police Chief

6. Consideration/Action on
Resolution Amending Resolution
No. 312 - Designating the Method of
Voting

RESOLUTION NO. 312A

A RESOLUTION AMENDING RESOLUTION NO. 312 - DESIGNATION
OF METHOD OF VOTING IN THE MAY 5, 2018 TOWN OF RANCHO
VIEJO REGULAR ELECTION

WHEREAS, an election has been ordered for the purpose of voting for three (3) Aldermen for a two year term for the Town of Rancho Viejo on May 5, 2018;

WHEREAS, election equipment has now become available to lease from the Cameron County Election Administrator's Office;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS;

SECTION 1. Method of voting shall be by AutoMark Voter Assist Terminal, version 1.8.6.1 and DS200 Scanner (precinct counter), version 2.12.2.0.

PASSED, ADOPTED AND APPROVED on this the 6th day of March, 2018.

Cyndie Rathbun, Mayor

ATTEST:

Fred Blanco, Town Secretary

7. Consideration/Action on an
Election Equipment Lease
Agreement with Cameron County



REMI GARZA
ELECTIONS ADMINISTRATOR

February 22, 2018

Town of Rancho Viejo
Fred Blanco, Town Administrator
3301 Carmen Ave.
Rancho Viejo, Texas 78575

Re: Lease Agreement for May 5, 2018 Election

Dear Mr. Blanco,

Enclosed please find two (2) original Lease Agreements for Election Equipment requested for the May 5, 2018 Election. Please execute and keep one (1) copy for your records and return the original lease signed to our office.

If you have any questions or concerns regarding the Lease Agreement, please contact Janie Reyna at Janie.reyna3@co.cameron.tx.us or Norma Carrillo, Chief Deputy by calling (956) 544-0809.

Sincerely,


Remi Garza
Elections Administrator

THE STATE OF TEXAS §

COUNTY OF CAMERON §

LEASE AGREEMENT

ELECTION EQUIPMENT

This Lease is made and entered into this FEBRUARY 22, 2018 by and between Cameron County, hereinafter called "Lessor", and the TOWN OF RANCHO VIEJO, hereinafter called "Lessee".

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does lease to Lessee ONE (1) AutoMark(s) (Voter Assist Terminals), version 1.8.6.1 at \$540.00 each, ONE (1) DS200 Scanner (precinct counter) version 2.12.2.0 at \$575.00 each, hereinafter called "Equipment".

I.

Terms

The term of this Lease shall be for the period of APRIL 23, 2018 through MAY 5, 2018 consisting of the early voting and Election Day period as related to the MAY 5, 2018 Election. The Lessee agrees to make arrangements to pick up the leased equipment on APRIL 19, 2018 at 2:00PM at the County Elections Warehouse, 1006 E. Monroe, Brownsville, Texas from the Lessor. At the end of the lease, the Lessee agrees to deliver the leased equipment in its original condition to the County Elections Warehouse, 1006 E. Monroe St., Brownsville, Texas by 3:00PM on MAY 11, 2018 same date being the expiration of the lease. The Lessee will make own arrangements to pick up and also deliver the equipment from and to Lessor.

Delivery of the equipment past three (3) working days of the canvass date will incur a penalty of 10% of the total lease amount under Section II, Consideration

II.

Consideration

In consideration for the use of the equipment, Lessee agrees to pay the sum of ONE THOUSAND ONE HUNDRED FIFTEEN DLLS AND NO CENTS (\$1,115.00). This Equipment Lease excludes any additional services such as programming for equipment, ballot layout, ballot production, etc. These services are available through Election Systems & Software, designated authorized vendor certified by the Secretary of State's Office, and are the responsibility of the Lessee. This agreement is intended to cover only the leasing of the voting equipment and any additional work on or testing of programmed equipment is the sole responsibility of the Lessee. If the County Elections Office is requested to deliver the leased equipment to the lessee at their locations and/or pick up the leased equipment from the lessee at their locations, the county may charge \$15.00/ hr with a minimum of 2 hours and mileage at .44/mile for both delivery and/or pick up.

III.
Maintenance

Lessee agrees and covenants to keep and maintain in good repair all equipment during the term of this lease. In the event that any repairs are necessary due to negligence by Lessee, Lessee agrees to utilize the Election Systems & Software Company to provide the repair service and to pay for any repairs.

IV.
Improvements and Major Repairs

Lessee may not make any alternations, additions or improvements to the equipment.

V.
No Partnership

This Lease shall not give rise to a partnership relation between the parties hereto. Neither party shall have the authority to bind the other without its written consent.

VI.
Indemnification

Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney fees for the defense, thereof, arising from the conduct or management of Lessee's business or its use of the equipment. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

VII.
No Assignment or Sublease

Lessee may not assign this Lease without the prior written consent of Lessor.

VIII.
Notices

All notices to Lessor shall be sent by certified or registered mail, addressed to: Cameron County Elections Department, P. O. Box 3587, Brownsville, Texas 78523, or at such other address as the County may otherwise designate. All Notices to leases shall be sent or certified or registered mail, addressed to: (FRED BLANCO, TOWN ADMIN.), (3301 CARMEN AVENUE), (RANCHO VIEJO, TX 78575), or at such other address as lessee may otherwise designate in writing.

IX.
Breach

If Lessor or Lessee fail to carry out any provision of this Lease, the other party shall have the right to terminate this Lease with three (3) days written notice, hand delivered to the other party.

X.
Entire Agreement – Amendment

This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

XII.
Law Governing Venue

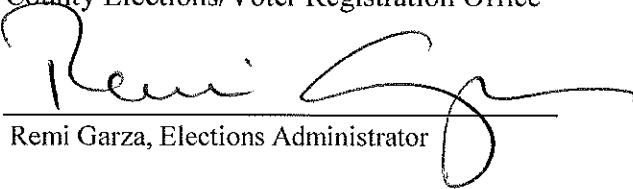
This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations and undertaking of each of the parties to this lease shall be performable in Cameron County, Texas.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto executed this Lease as of the day and year above written.

LESSOR:

LESSEE:

County Elections/Voter Registration Office



Remi Garza, Elections Administrator

By:

02/22/2018
Date

Date

8. Public Comment

9. Executive Session – Pursuant to Section 551.071(2) of the Texas Government Code to hold a private consultation with the Town Attorney on a matter in which the duty of the attorney to the Town under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551

10. Adjourn