

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and  
LESSEE: CITY OF CLEBURNE**

THIS AGREEMENT is entered on this 29<sup>th</sup> day of, January 2013, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and City of Cleburne, hereinafter referred to as "Lessee". Lessee herein is a political subdivision of the State of Texas, being either a City or a School District or other Special District.

**RECITALS:**

WHEREAS, public convenience will be furthered by authorizing the Lessee to utilize voting machines owned by Johnson County, Texas.

WHEREAS, Lessee has requested County to lease to Lessee one or more (depending upon availability) AutoMark Voting Machines (hereafter "Voting Machines") for recording votes.

WHEREAS, Lessee desires to contract with JOHNSON COUNTY for the use of voting machines described as AutoMark Voting Machines for Lessee's election and run-off election if necessary.

**AGREEMENT:**

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to lease to Lessee the Voting Machines for a fee of **\$250.00 per machine paid in advance**. Said payment is for a period of **April 26, 2013** through **May 13, 2013** and is due on **April 26, 2013**. Lessee agrees to pay at the time of pick up, the amount of the equipment lease as established herein.
2. In the event Lessee needs to have a run-off election, this Agreement shall be extended for the time necessary for Lessee to conduct its run-off election upon Lessee's notification to County of the run-off election. Lessee will owe County an additional \$250.00 per voting machine leased by Lessee. Any additional fees owed to County by Lessee for the use of the voting machines for the run-off election will be invoiced by County upon Lessee's notification to County of the run-off election. Lessee shall pay said invoiced amount to County within thirty (30) days of the receipt of the invoice from County.
3. In the event the equipment leased from County to Lessee pursuant to this lease is stolen, lost, damaged, vandalized, destroyed or rendered inoperable, whether intentional or not, Lessee agrees to reimburse County for the replacement or repair of such equipment. The repair cost

shall be determined by the equipment service vendor. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service cost resulting from same shall be remitted to County by Lessee within thirty (30) days of written request by County.

4. County shall supply the Lessee with ( 4 ) (number of AutoMark machines).

5. **Lessee is responsible for the following actions or functions:**

A. Pick-Up and Delivery of equipment back to the Elections Administrator's Office within 24 hours after an election.

B. Ordering Optical Scan Ballots for the AutoMark

C. Contacting ES&S for coding of AutoMark voting machines.

D. Theft or damage to the AutoMark voting machines.

6. Lessee shall designate employees in a hierarchy at each location to be in charge of operations who will oversee the receipt, care custody and control of the machines ("Designated Employees"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the operation of the machines for the Designated Employees.

7. Any entity leasing a machine shall arrange to have at least one person at training. The Lessee bears any costs of training personnel. The Elections Administrator will also train persons in using the AutoMark upon pick up. Any additional training provided by the Elections Administrator will be at a rate of \$100.00 per day per person.

8. Lessee assumes full liability for the safekeeping of the Voting Machine(s) and all inventory and supplies furnished by Johnson County. The Johnson County Elections Administrator will notify Lessee in writing of any missing and unaccounted for machines or associated items and Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is made. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.

9. County is not responsible for the operation of the machines or the failure to operate the machines in a properly or accurate manner. Lessee agrees to defend, indemnify, and hold harmless Johnson County against any and all claims made by any party regarding the accuracy, operation or use of the voting machines in recording or failing to record votes or for any purpose whatsoever.

10. Lessee hereby agrees to indemnify and hold harmless County and its officers and employees from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Lessee or its agents, representatives or employees pursuant to the terms of this agreement.

18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or any other similar relationship between the parties. The Lessee acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

19. Johnson County is not obligated and is not expected to engage in litigation or file suit for the benefit of lessee pursuant to this contract. Should litigation be instituted by any other person or entity, Lessee shall, to the extent permitted by law, hold harmless and indemnify Johnson County against all claims, costs and expenses arising from Johnson County or the Johnson County Elections Office's actions associated with this agreement.

20. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Lessee, County, and the County Elections Office.

22. This agreement replaces all other agreements or contracts by and between the Parties hereto as they pertain to lease of voting machines.

23. This agreement is to become effective upon execution after the approval of the Lessee to which it pertains acting by and through its governing body and execution by Judge Roger Harmon after approval by the Commissioners Court of Johnson County, Texas.

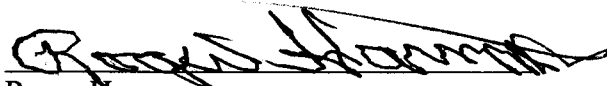
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

County of Johnson:

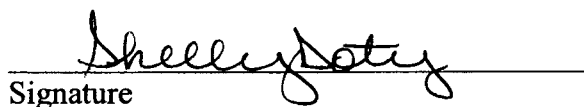
Lessee:

Date: 4-8-13

Date: January 30, 2013



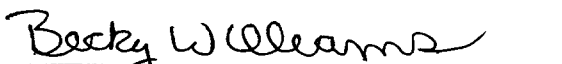
Roger Harmon  
County Judge



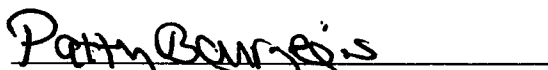
Signature

Attest:

Shelly Doty, City Secretary  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)



Becky Williams, County Clerk  
Johnson County

  
Patty Bourgeois, Elections Administrator  
Johnson County

