

VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and

LESSEE: CITY OF CROWLEY

THIS AGREEMENT is entered on this 2nd day of, February 2017, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and City of Crowley, 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 **\$350.00 per machine paid in advance**. Said payment is for a period of **April 20, 2017** through **May 8, 2017** and is due on **April 20, 2017**. 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 \$350.00 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

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.

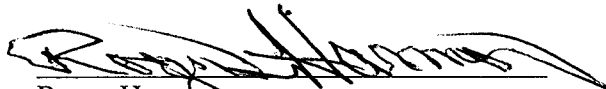
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

County of Johnson:

Lessee:

Date: 3/13/17

Date: Feb 2, 2017

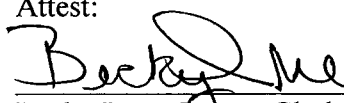


Roger Harmon
County Judge




Signature

Attest:



Becky Ivey, County Clerk
Johnson County

Robert Loftin, City Manager
Printed Name and Title of Authorized
Representative of Lessee (City, School, or
Special District)



Patty Bourgeois, Elections Administrator
Johnson County

