

APR 8 2019

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:**

**TODAY'S DATE:** 4-1-2019

**DEPARTMENT:** Elections

**SIGNATURE OF DEPARTMENT HEAD:** Patty Bourgeois

**REQUESTED AGENDA DATE:** 4-8-2019

**SPECIFIC AGENDA WORDING:** Consideration to approve the Auto-Mark Lease Agreement between Johnson County and the City of Briaroaks, City of Burleson, City of Cleburne, Town of Cross Timber, City of Crowley, City of Joshua, City of Rio Vista, Joshua ISD and Rio Vista ISD.

**PERSON(S) TO PRESENT ITEM:** Patty Bourgeois

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 6

**ACTION ITEM:** \_\_\_\_\_

**WORKSHOP** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\***

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

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

THIS AGREEMENT is entered on this 25<sup>th</sup> day of, February 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and City of Briaroaks, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 (1) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Briaroaks  
Name of Contact: Mary Foster  
Address for Notice: PO Box 816  
Burleson, Texas 76028  
Telephone Number: 817-295-4249  
Email: fostermad@att.net

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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.

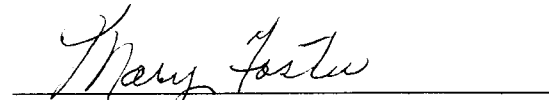
County of Johnson:

Lessee:


Date: 4/8/19

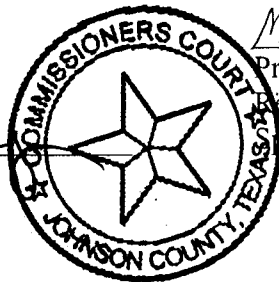
Date: 2-25-2019

  
Roger Harmon  
County Judge

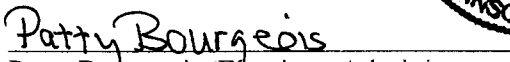
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



Mary Foster - City Secretary  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and**

**LESSEE: CITY OF BURLESON**

THIS AGREEMENT is entered on this 18 day of, February 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and City of Burleson, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.





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.

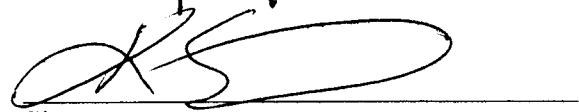
County of Johnson:

Lessee:

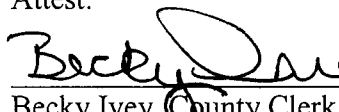
Date: 4/8/19

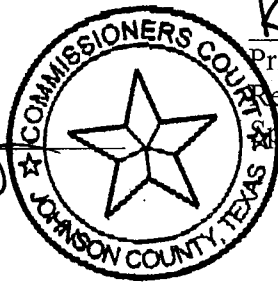
Date: 2/18/19

  
Roger Harmon  
County Judge

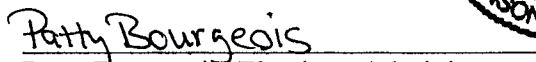
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



KEN SHETTER, MAYOR  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and**

**LESSEE: CITY OF CLEBURNE**

THIS AGREEMENT is entered on this 6th day of, March 2019, 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 **\$350.00 per machine paid in advance**. Said payment is for a period of **April 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 2 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Cleburne

Name of Contact: Shelly Doty, City Secretary

Address for Notice: 10 N. Robinson St.  
Cleburne, Texas 76031

Telephone Number: 817-645-0908

Email: citysecretary@cleburne.net

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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.

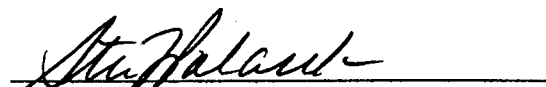
County of Johnson:

Lessee:


Date: 4/8/19

Date: 3-6-19

  
Roger Harmon  
County Judge

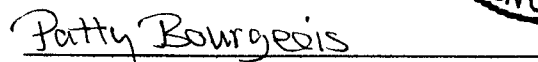
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



STEVEN J. POLASEK, City Manager  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and  
LESSEE: TOWN OF CROSS TIMBER**

THIS AGREEMENT is entered on this 13<sup>TH</sup> day of, MARCH 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and Town of Cross Timber, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 (1) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: Town of Cross Timber

Name of Contact: Jerry W. Schwarzer, Mayor

Address for Notice: Po Box 2042  
Burleson, Texas 76097-2042

Telephone Number: 682-319-5606

Email: crosstimbertx@att.net

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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.

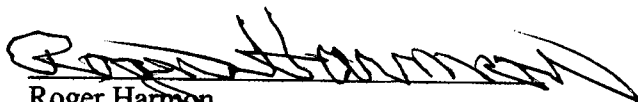
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

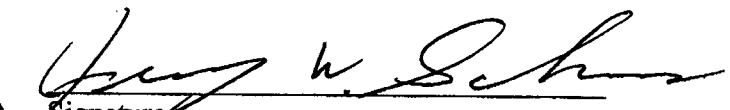
County of Johnson:

Lessee:

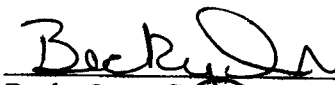
Date: 4/8/19

Date: 3-13-19

  
Roger Harmon  
County Judge

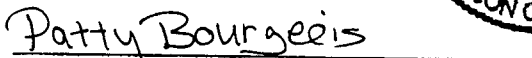
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



JERRY W. SCHWARZER MAYOR  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County

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

THIS AGREEMENT is entered on this 8<sup>th</sup> day of, April 2019, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Crowley  
Name of Contact: Carol Konhauser  
Address for Notice: 201E Main St.  
Crowley, Texas 76036  
Telephone Number: 817-297-2201 ext. 4000  
Email: ckonhauser@ci.crowley.tx.us

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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: City of Crowley


Date: 4/8/19

Date: 7 Feb 2019

  
Roger Harmon  
County Judge

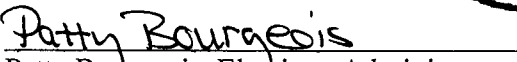
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



Billy P. Davis, Mayor  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County



**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and**

**LESSEE: CITY OF JOSHUA**

THIS AGREEMENT is entered on this 17th day of, January 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas, hereinafter referred to as "County" and City of Joshua, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Joshua  
Name of Contact: Lisa Cabrera  
Address for Notice: 101 S. Main St.  
Joshua, Texas 76058  
Telephone Number: 817-558-7447  
Email: lcabrera@cityofjoshuatx.us

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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.

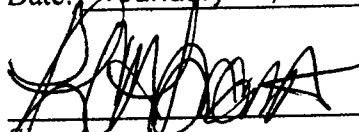
County of Johnson:

Lessee:

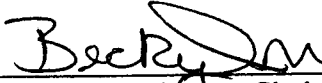
Date: 4/8/19

Date: January 17, 2019

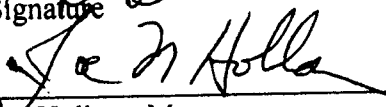
  
Roger Harmon  
County Judge

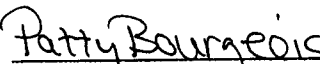
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



  
Joe Hollam, Mayor  
City of Joshua

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and**

**LESSEE: CITY OF RIO VISTA**

THIS AGREEMENT is entered on this 8<sup>th</sup> day of, April 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas ("County") and City of Rio Vista, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: City of Rio Vista  
Name of Contact: Connie Coppock  
Address for Notice: PO Box 129  
Rio Vista, Texas 76093-0129  
Telephone Number: 817-373-2588  
Email: ccoppock@riovistatx.com

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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.

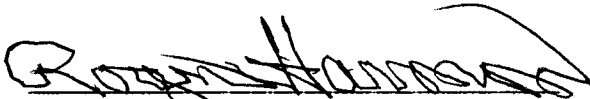
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

County of Johnson:

Lessee:

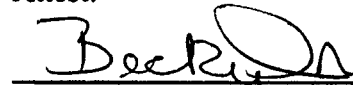
Date: 4/8/19

Date: Feb. 22, 2019

  
Roger Harmon  
County Judge

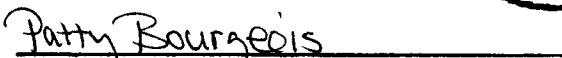
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



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

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and**

**LESSEE: JOSHUA INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered on this 18<sup>th</sup> day of, March 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas, hereinafter referred to as "County" and Joshua ISD, 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 19, 2019** through **May 6, 2019** and is due on **April 19, 2019**. 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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

12. Lessee agrees to notify County of any change in the Designated Employees within 14 calendar days of such change.

13. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party sent as provided herein. Within seven (7) days after the date of termination, the Lessee shall return to County all Voting Machines, together with associated equipment and supplies.

14. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Patty Bourgeois, Johnson County Elections Administrator  
P.O. Box 895  
103 S Walnut St.  
Cleburne, Texas 76033

LESSEE:

Name of Entity: Joshua ISD

Name of Contact: Emily Owen

Address for Notice: Joshua ISD  
310 18<sup>th</sup> St.  
Joshua, Texas 76058

Telephone Number: 817-202-2500 ext1010

Email: owene@joshuaisd.org

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

15. The term of this Agreement shall continue in full force and effect for one year from the date of the Agreement. However, the agreement may expire at an earlier time through the complete fulfillment of the obligations set forth herein by all parties hereto.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Johnson County, Texas.

17. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void 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: 4/8/19

Date: March 18, 2019

  
Roger Harmon  
County Judge


  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



Fran Marek, Superintendent  
Printed Name and Title of Authorized  
Representative of Lessee (City, School, or  
Special District)

  
Patty Bourgeois, Elections Administrator  
Johnson County

**VOTING MACHINE LEASE AGREEMENT BETWEEN JOHNSON COUNTY and  
LESSEE: RIO VISTA INDEPENDENT SCHOOL DISTRICT**

THIS AGREEMENT is entered on this 8 day of, January 2019, by and between the County of Johnson, a duly and lawfully organized county of the State of Texas, hereinafter referred to as "County" and Rio Vista ISD, 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:**

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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 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 ( 1 ) (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.
11. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

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.

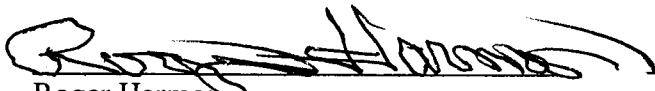
IN WITNESS WHEREOF, the parties have executed this Agreement on the date as indicated below.

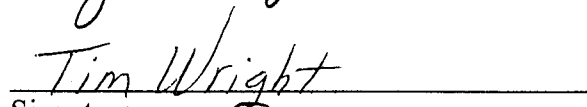
County of Johnson:

Lessee:


Date: 4/8/19

Date: January 8, 2019

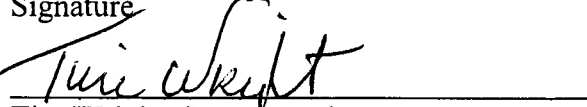
  
Roger Harmon  
County Judge

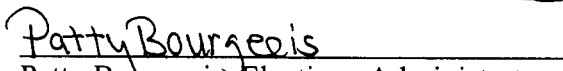
  
Signature

Attest:

  
Becky Ivey, County Clerk  
Johnson County



  
Tim Wright, Superintendent  
Rio Vista Independent School District

  
Patty Bourgeois, Elections Administrator  
Johnson County