

INTERLOCAL COOPERATION CONTRACT
FOR
LEASE AND USE OF VOTING EQUIPMENT BETWEEN
SOMERVELL COUNTY AND THE CITY OF GLEN ROSE
FOR
MAY 6, 2017 ELECTION

THIS AGREEMENT is made and entered into by and between the COUNTY OF SOMERVELL, hereinafter referred to as "County or Lessor" and THE CITY OF GLEN ROSE, hereinafter referred to as "City or Lessee", pursuant to the provisions of Chapter 791 of the Texas Government Code entitled "InterLocal Cooperation Contracts".

RECITALS

WHEREAS, County owns certain electronic voting equipment, more specifically described hereinafter; and

WHEREAS, City has a need for the use of such equipment; and

WHEREAS, County and City wish to make provisions setting out the rights and obligations of each of the parties hereto in connection with such an agreement.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City hereby agree as follows:

AGREEMENT

1. **Purpose of Agreement and Authority:** Lessor and Lessee have determined that it is in the public interest of the residents living within the jurisdiction of Lessor and Lessee that the following InterLocal Agreement be made and entered into wherein, Lessee hires from Lessor its electronic voting equipment to be used by Lessee in certain elections which Lessee shall conduct.
2. **Term:** The term of this Agreement shall begin upon the approval of this Agreement by both Lessor and Lessee and shall continue for a period of one (1) year from that date. This Agreement may be modified at any time during its term, by a writing signed by duly appointed representatives of each party.
3. **Rental:** The rental fee for one set of electronic voting equipment shall be the sum of Three Hundred and No/100 Dollars (\$300.00) per day of use; **or** the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per day for the use of only the state mandated ADA, AutoMARK Voter Assist Terminal.

Note: *A "day of use" shall be defined as any day in which Lessee is actually conducting an election. It does not include any day when the equipment may be in Lessee's possession, but is not actually being used by Lessee for election purposes. In addition, Lessee shall pay to Lessor the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per election for labor for the term of this Agreement.*

[**Note:** The term "labor", as used herein, refers to time spent by employee(s) of Lessor in order to "make ready" the leased equipment for the conduct of an election by the Lessee.] In the event that another Lessee (or other Lessees) are also conducting an election at the same time, and are using equipment belonging to Lessor, then the \$250.00 fee shall be divided equally between all Lessees.

The rental fee for any additional voting machines shall be the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per day of use, per machine.

4. **Use:** Lessee shall use the electronic election equipment and supplies described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, in a careful and proper manner. Lessee agrees to comply with any and all reasonable instructions given by the Elections Administrator of Somervell County, Texas, and the Manufacturer's manual as to the use and operation of said electronic election equipment, as well as any laws, ordinances, or regulations relating to the possession, use, and maintenance of the electronic election equipment, and shall limit its use only for the purposes of holding the election described herein.
5. **Condition of Equipment Upon Receipt:** Lessee shall inspect the electronic election equipment within eight (8) hours after receipt of same. Unless Lessee gives written notice to Lessor within said period of time, specifying any defects in, or other proper objections to the condition of said equipment, Lessee agrees that it shall be conclusively presumed, between Lessor and Lessee, that Lessee has fully inspected the equipment and that same is in good condition and repair, and that Lessee is satisfied with and has accepted the equipment as such.
6. **Inspection:** Lessor shall at all reasonable times, during the election being conducted by Lessee, have the right to enter on the premises where the election is being held for the purposes of inspecting the equipment and observing its use.
7. **Alterations:** Lessee acknowledges that the equipment is technical and Lessee shall make no alterations, nor attempt to make alterations to the equipment without obtaining prior written permission from the Elections Administrator of Somervell County, Texas.
8. **Maintenance and Repair:** Lessee at its own cost and expense shall keep the leased equipment in good repair, condition and working order and shall see that the election equipment is not subject to careless use or abuse.
9. **Loss and Damage:** Lessee assumes all risk of loss or damage to the electronic election equipment from any cause. In the event of loss or damage to the equipment, Lessee shall, at the option of Lessor:
 - (a) repair the equipment, at the sole cost of Lessee, subject to any coverage of warranty by the manufacturer;
 - (b) replace the equipment with like equipment in good repair, which equipment shall then become subject to this Agreement;
 - (c) pay Lessor for the equipment at the value listed for such equipment in Exhibit "A", attached hereto, which value shall be accepted as the "stipulated loss value". Upon such payment by Lessee, this Agreement shall terminate as to such equipment. In the event that the equipment paid for by Lessee under this subparagraph is "damaged", upon such payment by Lessee, Lessee shall become the owner of such "damaged" equipment.

- 10. **Indemnity:** Subject to the provisions of the Texas Tort Claims Act, Lessee shall indemnify Lessor against and hold Lessor harmless from all claims, actions, proceedings, costs, damages and liabilities, including attorney's fees arising out of, connected with, or resulting from the lease of the electronic election equipment, including without limitation the selection, delivery, use, operation, or return of the property.
- 11. **Default:** In the event of any noncompliance by Lessee of any term, covenant, or condition of this Agreement, shall, at the option of the Lessor, be deemed a "default", and Lessor may immediately terminate this Agreement and shall have the right to repossession of the equipment leased hereunder. Upon written notice to Lessee by Lessor of Lessor's option to terminate this Agreement, Lessee shall immediately surrender possession of the equipment to Lessor.
- 12. **Assignment of Lease:** This Agreement may not be assigned, or otherwise transferred, without the prior written consent of Lessor. Ownership of the electronic election equipment shall at all times remain the sole property of Lessor, and Lessee shall have no right, title or interest in the property, other than its use under the strict conditions of this Agreement.
- 13. **Applicable law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Please One

City elects to use the ES&S AutoMARK Voter Assist Terminal (Version 1.0.121), the M-100 Precinct Scanner (Version 5.0.0.0) with Steel Ballot Box, the Electronic Poll book (Version 3.0) with driver's license swiper, barcode scanner & Brother label printer QL-570.

City elects to use only the ES&S AutoMARK Voter Assist Terminal (Version 1.0.121) and the Electronic Poll book (Version 3.0) with driver's license swiper, barcode scanner & Brother label printer QL-570.

DATED THE _____ DAY OF _____, 2017

SOMERVELL COUNTY
LESSOR

By: _____
Danny L. Chambers, County Judge

DATED THE 13th DAY OF February, 2017



CITY OF GLEN ROSE
LESSEE

By: *[Signature]*
Authorized Officer

EXHIBIT "A"

- 1 – ES&S ADA AutoMARK Voter Assist Terminal (Version 1.0.121)
Value: \$ 5,400.00

- 1 – M100 Precinct Scanner (Version 5.0.0.0) with Steel Ballot Box
Value: \$ 4,750.00

- 1 – Electronic Poll book (Version 3.0) with Driver's License Swiper,
Barcode Scanner & Brother Label Printer QL-570
Value: \$ 2,050.00