

INTERLOCAL LEASE AGREEMENT OF ELECTION EQUIPMENT

This contract for use of election equipment is made by and between Wood County, Texas herein after called Lessee, and Hopkins County, Texas herein called Lessor, and is based upon the following terms and conditions, to-wit:

1. **Purpose of Agreement and Authority:** Lessor and Lessee have determined that it is in the public interest of the mutual inhabitants of the Lessee and Lessor 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 that certain election Bond Election for Winnsboro Independent School District dated November 7, 2017.
2. **Term:** The term of this Leasing Agreement begins on October 1, 2017 and terminates 10 days after the election date above described.
3. **Rental:** 2% of the total cost of equipment shall be charged to local entities. Lessee understands that this contract is for the rental of the equipment only; programming charges are not included.
4. **Training:** Lessor, "County" will conduct a school to provide training on the electronic voting equipment.
5. **Use:** Lessee shall use the election electronic equipment and supplies described by Exhibit "A" in a careful and proper manner. Lessee shall take delivery of the equipment from the County Clerk of Hopkins County, Texas and deliver to its polling locations and return the same to the County Clerk, contact person for Hopkins County, Texas on or before the expiration of the term of this agreement. Lessee shall comply with the County Clerk's instructions and the Manufacturer's Manual as to the use and operation of said election equipment and any laws, ordinances and regulations relating to the possession, use, and maintenance of the election equipment and limit its use only for the purposes of holding the election described above.

6. **Condition of Equipment Upon Receipt:** Lessee shall inspect the property at the time of receipt. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee that the Lessee has fully inspected and acknowledged that the property is in good condition and repair and that Lessee is satisfied with and has accepted the property in such good condition and repair.
7. **Inspection:** Lessor shall at all times during the election 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.
8. **Alterations:** Lessee acknowledges that the equipment is technical and Lessee shall make no alterations in the leased election equipment without obtaining prior written permission from the County Clerk of Hopkins County, Texas.
9. **Maintenance and Repair:** Lessee at its own cost and expense shall keep the leased election equipment in good repair, condition and working order and shall see that the election equipment is not subject to careless or needless rough usage.
10. **Loss and Damage:** Lessee assumes all risk of loss and damage to the election equipment leased from any cause. In the event of loss or damage to the election equipment leased, Lessee at the option of Lessor shall:
- (a) repair the election equipment, at its cost and expense, subject however to warranty coverage provided by the manufacturer;
 - (b) replace the property with like property in good repair which property shall then become subject to this lease;
- or**
- (c) pay Lessor for, in cash "stipulated loss value". Cost of the equipment as listed in Exhibit "B". Upon such payment this lease shall terminate with respect to the property so paid for and Lessee then shall become entitled to the property as the owner of the property.
 - (d) proof of insurance

11. **Indemnity:** 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 leased election equipment, including without limitation the selection, delivery, possession, use, operation, or return of the property.

12. **Default:** An occurrence of the following events shall at the option of Lessor terminate this lease agreement and Lessee right to possession of the election equipment leased:
 - (a) Noncompliance with Lessee with any term, covenant, or condition of this agreement.

On the happening of any of the above events, Lessor may without notice do or demand on Lessee take possession of the leased election equipment.

13. **Attorney's Fees:** In the event of any action filed in relation to this agreement, the prevailing party shall be entitled to recover reasonable amount of its attorney's fees incurred.

14. **Assignment of Lease:** This agreement cannot be assigned or subleased without the written consent of Lessor. Ownership of the property leased is and shall at all times remain the sole property of Lessor, and Lessee shall have no right, title or interest in the property.

15. **Applicable Law:** This lease agreement shall be governed by and construed under the laws of the State of Texas.

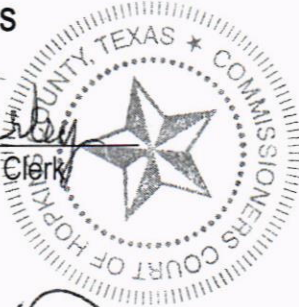
Dated this 2 day of October, 2017.

HOPKINS COUNTY, TEXAS

LESSEE:

By: Debbie Shirley
Debbie Shirley, County Clerk

By: _____
Authorized Officer



Robert Nussan

County Judge

EXHIBIT "A"

HAVA COMPLIANT ELECTION EQUIPMENT AS FOLLOWS TO-WIT:

<u>EQUIPMENT</u>	<u>EARLY VOTING PER DAY</u>	<u>COST</u>
_____ Unit(s) with DAU(s) (Disabled Access Units)		\$ _____
_____ JBC(s) (Judge's Booth Controller)		\$ _____
_____ MBB Cards/Audio Cards (Mobile Ballot Boxes & Audio Cards)		\$ _____
	TOTAL COST	\$ <u>N/A</u>

<u>EQUIPMENT</u>	<u>ELECTION DAY</u>	<u>COST</u>
<u>5</u> Unit(s) with DAU(s) (Disabled Access Units)		\$ <u>15,000.00</u>
<u>2</u> JBC(s) (Judge's Booth Controller)		\$ <u>5,000.00</u>
_____ MBB Cards/Audio Cards (Mobile Ballot Boxes & Audio Cards)		\$ _____
	TOTAL COST	\$ <u>20,000.00</u>

<u>RENTAL FEE</u>	
(COST OF EQUIPMENT) \$ <u>20,000.00</u> x <u>2%</u>	= \$ <u>400.00</u>
CONTRACT FEE:	\$ <u>340.00</u>
TOTAL COSTS:	\$ <u>740.00</u>

EXHIBIT "B"
COST OF EQUIPMENT

eSlate 3000™	Electronic Voting Appliance	\$2,500.00
DAU 5000™ Upgrade	Disabled Access Unit Voting Unit Upgrade	\$ 500.00
JBC 1000™	Judge's Booth Controller	\$2,500.00
Mobile Ballot Boxes™ (MBB's)/Audio CardCards	Mobile Ballot Boxes & Audio	\$ 65.00

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