

INTERLOCAL AGREEMENT BETWEEN \_\_\_\_\_ AND  
COUNTY OF DEWITT

STATE OF TEXAS

COUNTY OF DEWITT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into pursuant to the Texas Intergovernmental Cooperation Act, Govt. Code Title 7, Chapter 791 by and between \_\_\_\_\_ and County of DeWitt ("COUNTY").

WHEREAS, the COUNTY is the owner of the certain electronic voting equipment described in attached Lease Agreement of Election Equipment.

WHEREAS, the \_\_\_\_\_ is in need of electronic voting equipment for use in their elections.

WHEREAS, the COUNTY is desirous of leasing its electronic voting equipment to \_\_\_\_\_ because it is in the public interest of the mutual inhabitants of \_\_\_\_\_ and DeWitt County.

NOW THEREFORE, for the mutual covenants and considerations as expressed herein, the COUNTY and \_\_\_\_\_ agree as follows:

1. COUNTY and \_\_\_\_\_ warrant that both possess adequate legal authority to enter into this interlocal agreement. The COUNTY and \_\_\_\_\_'s local governing bodies have authorized its signatory official to enter into this agreement and to bind the local governments to the terms of this agreement and any subsequent amendments hereto.
2. \_\_\_\_\_ and COUNTY agree to conduct all activities under this contract in accordance with all applicable rules, regulations, ordinances and law in effect or promulgated during the term of this contract.
3. This Interlocal Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matter herein. Except as otherwise provided herein, this contract cannot be modified without the written consent of the parties.

4. The Lease Agreement of Election Equipment agreed to by the parties hereto is attached as Exhibit 1 hereto.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO (2) ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

COUNTY OF DEWITT, TEXAS

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By: Daryl L. Fowler  
Its: County Judge

ATTEST  
COUNTY CLERK

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ATTEST

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## EXHIBIT "1"

### LEASE AGREEMENT OF ELECTION

This contract for use of election equipment is made by and between \_\_\_\_\_ herein after called Lessee, and DeWitt County, Texas, hereinafter 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 \_\_\_\_\_ and DeWitt County that the following agreement be made and entered into wherein, Lessee hires from Lessor its electronic voting equipment to be used for both early voting and election day voting in that certain election dated \_\_\_\_\_. For purposes of this Agreement, the term "election" shall include the election on the stated date, as well as subsequent run-off elections, if any.
- 2. Term.** The term of this Leasing Agreement begins on \_\_\_\_\_ and terminates 10 days after the election date above described.
- 3. Rental:** Rental Fee of \$800.00 per election shall be charged to local entities within DeWitt County, Texas. The procurement of all ballots and supplies necessary to hold an election, including the Mobile Ballot Box and ballots programmed by Hart Intercivic for use in the \_\_\_\_\_ (description of election machine) unit(s), shall be the responsibility of the Lessee.
- 4. Use:** Lessee shall use the election electronic equipment described in Exhibit "A" in a careful and proper manner. Lessee shall repack and return the equipment to the County Clerk of DeWitt County on or before the expiration of the term of this agreement. Training for proper operation as authorized by Hart Intercivic personnel is responsibility of Lessee. Lessee shall comply with instruction as given by Hart Intercivic personnel 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.
- 5. Condition of Equipment Upon Receipt:** Lessor shall provide the electronic election equipment described in Exhibit "A" to Lessee in good working order. Lessee shall inspect the property within 8 hours after receipt of the election equipment. Unless Lessee within this period of time gives written notice to Lessor specifying any defects in or other proper objections to the equipment, Lessee agrees that it shall conclusively presume 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.

6. **Inspection:** Lessor shall at all times during the election having 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 in the leased election equipment without obtaining prior written permission from the County Clerk of DeWitt County.
8. **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.
9. **Loss and Damage:** Lessee assumes all risk of loss and damage to the leased election equipment from any cause. In the event of loss of or damage to the leased election equipment, Lessee at the option of Lessor will:
  - a) repair the election equipment, at its costs and expense, subject however to warranty coverage provided by manufacturer; or
  - 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 \$eSlate \$3,000.00, eScan \$4,500.00, JBC \$2,500.00 as “stipulated loss value”. 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.
10. **Liability:** Nothing in this lease agreement shall be construed to waive any immunity or defense enjoyed by either Lessor or Lessee, irrespective of the immunities and defenses enjoyed by the other, with regard to any claims, actions, proceedings, costs, damages and liabilities, including attorneys 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 said equipment.
11. **Default:** An occurrence of the following events shall at the option of Lessor terminate this lease agreement and Lessee’s right to possession of the election equipment leased:
  - (a) Lessee’s noncompliance with any term, covenant, or condition of this agreement.

On the happening of any of the above events, Lessor may without notice to or demand on Lessee take possession of the leased election equipment.
12. **Attorneys Fee:** In the event of any cause of action filed by either party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees incurred in said action. In all other matters related to the subject matter of this agreement, each party shall be responsible for all attorneys fees and costs incurred by same.

13. **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 not have right, title or interest in the property.

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

DEWITT COUNTY, TEXAS

LESSOR:

LESSEE:

By: \_\_\_\_\_  
Authorized Officer of DeWitt County

By: \_\_\_\_\_  
Authorized Officer of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

**EXHIBIT "A"**

HART INTERCIVIC – VOTING SYSTEM 6.2.1 COMPONENTS: “ \_\_\_\_\_ ”  
HAVA COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

JBC version 4.3.1, eScan version 1.3.14 and eSlate version 4.2.13 w/disabled access unit (DAU) upgrade.

\_\_\_\_\_ Unit(s) (including head phone accessory and portable table)

Certified:

By: \_\_\_\_\_  
Natalie Carson, DeWitt County Clerk