

VOTING MACHINE LEASE AGREEMENT  
between  
CITY OF GLEN ROSE and GLEN ROSE ISD

THIS AGREEMENT is entered on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Glen Rose, a municipal corporation (hereafter referred to as "City") and Glen Rose Independent School District (hereafter referred to as "Lessee"). Lessee is a political subdivision of the State of Texas, being either a School District or other Special District.

**RECITALS**

WHEREAS public convenience will be furthered by authorizing the Lessee to utilize voting machines owned by the City of Glen Rose, Texas; and

WHEREAS Lessee has requested City to lease one or more ExpressVote Voting Machine and DS-200 Digital Scanner (hereafter "Voting Machines") for recording votes; and

WHEREAS, Lessee desires to contract with City for the use of voting machines described above 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. City agrees to lease to Lessee the Voting Machines from April 10, 2023, through May 6, 2023. Lessee agrees to pay the amount of the equipment lease as established herein. 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 City.
2. Lessee agrees to pay \$2700 for the lease of Voting Machines to cover the machine's hardware, firmware, and maintenance and support fees.
3. In the event that the equipment leased from City to Lessee is stolen, lost, damaged, vandalized, destroyed, or rendered inoperable, whether intentional or not, Lessee agrees to reimburse City for the replacement or repair of such equipment. The equipment service vendor shall determine the repair cost. The Lessee's payment for repair or replacement costs for damaged or lost equipment, or service costs resulting from same, shall be remitted to City by Lessee within thirty (30) days of a written request by City.
4. City shall supply the Lessee with two (2) voting machines.
5. Lessee is responsible for the following:
  - a. Delivery of equipment back to the Elections Administrator's Office within 24 hours after an election
  - b. Set up, coding, and supplies for voting machines
  - c. Theft or damage to voting machines

6. Lessee shall designate employees in a hierarchy at each location to be in charge of operations to oversee the receipt, care, custody, and control of the Voting Machines ("Designated Employees"). Prior to delivery of the machines, Lessee shall obtain any training necessary for the operation of the Voting Machines for the Designated Employees.
7. Lessee assumes full liability for the safekeeping of the Voting Machines and all inventory and supplies furnished by the City of Glen Rose. City will notify Lessee in writing of any missing or unaccounted-for machines or associated items; Lessee shall have up to thirty (30) days to research and rectify any discrepancies before payment is due. The Lessee agrees to pay for any destroyed, damaged, or missing machines or associated items.
8. City is not responsible for the operation of the machines or the failure to operate the machines properly or accurately. Lessee agrees to defend, indemnify, and hold harmless City 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.
9. Lessee hereby agrees to indemnify and hold harmless City and its officers or 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.
10. 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.
11. 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 City all Voting Machines, together with associated equipment and supplies.
12. 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:

CITY:

Staci L. King, City Secretary  
City of Glen Rose, Texas  
PO Box 1949  
Glen Rose, Texas, 76043

LESSEE:

\_\_\_\_\_  
Glen Rose ISD

\_\_\_\_\_  
Glen Rose, Texas 76043

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

13. 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 Somervell County, Texas.

14. 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.
15. 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 will act as an independent contractor in performing its obligations under this Agreement.
16. City 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 the City of Glen Rose against all claims, costs, and expenses.
17. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written.
18. This Agreement shall not be amended or modified except in writing and signed by authorized representatives of the Lessee or City.
19. This Agreement replaces all other agreements or contracts by and between the parties hereto as they pertain to the lease of voting machines.
20. 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.


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

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023 by the Glen Rose City Council.

\_\_\_\_\_  
Julia Douglas, Mayor

\_\_\_\_\_  
Staci L. King, City Secretary

**PASSED AND APPROVED** this 27<sup>th</sup> day of February, 2023 by the Glen Rose ISD Board of Trustees.

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Secretary

