

## **ELECTRONIC VOTING SYSTEM MEMORANDUM OF AGREEMENT**

This evidences the Electronic Voting System Memorandum of Agreement (“Agreement”) between the **County of Kinney** (“County” or “Lessor”) and **BRACKETT ISD** (“District” or “Lessee”) covering the use by Lessee of the Election Systems and Software owned by County.

- 1.** County agrees to rent to Lessee the equipment shown in Attachment A (incorporated herein) for the consideration therein listed for the purposes of conducting elections by Lessee. The rental period shall be on a per election basis and shall include the day of election, any legally required early voting days as well as two full business days each immediately prior to and after the election for purposes of transporting, set-up and return.
- 2.** Lessee shall be responsible for transporting the equipment from its storage location, 501 S. Ann St., in Kinney County to the site where it is to be used and returning same to its storage location immediately after the election for which it is leased.
- 3.** Lessee shall be responsible for securing the equipment while in its possession keep the equipment at all times until the return date in good repair and operating condition, subject to ordinary wear and tear..
- 4.** While County will provide basic instruction regarding the use of the equipment to Lessees’ election administrators, Lessee is solely responsible for training and support of its election personnel in their use of the voting equipment.
- 5.** In the event that there is a greater demand for the equipment from the various political subdivisions in the County than there is equipment available, the County reserves the right to determine how the equipment is to be allocated among requesting entities.
- 6.** Two (2) or more political subdivisions may consolidate for purposes of use of said voting equipment, provided that only one such entity shall be designated as Lessee for purposes of this agreement.
- 7.** For purposes of this agreement and arrangements thereunder, the contact for the County and Lessee shall be as follows.

**COUNTY:**

Kinney County

Kinney County Courthouse

501 South Ann Street

Brackettville, TX 78832

830-563-2521

**LESSEE:**

Brackett ISD

PO Box 586

Brackettville, Texas 78832

830-563-2491

8. This Agreement shall be effective as of **April 18, 2025 - May 05, 2025.**

9. No waiver by either party of any default or breach of any covenant or term of this Agreement may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Agreement.

10. This Agreement binds and inures to the benefit of, the Parties to the Agreement and their respective successors, and assigns.

11. Texas Law and Venue. This Agreement is to be construed under Texas law, and all obligations of the Parties created by this Lease are wholly performable in Kinney County, Texas. The Parties warrant and represent that any legal dispute or litigation arising from or related to this Agreement or the performance of any duty or responsibility related to same shall be subject to agreed mandatory venue in the courts of Kinney County, Texas.

12. If any one or more of the provisions in this Lease are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

13. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

14. Neither Party hereto waives or relinquishes any immunity or defense on behalf of itself, its officials, trustees, officers, employees and agents as a result of this execution of this Agreement and the performance of the covenants contained herein.

15. The County warrants that it holds good marketable title to all equipment provided in this Agreement.

16. The County and the District will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws"

means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). District will not make or permit any known unlawful use or handling of the Equipment.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in duplicate originals.

**County (Lessor):**

**Lessee:**

By: \_\_\_\_\_  
John Paul Schuster, Judge  
Kinney County

By: \_\_\_\_\_  
Title \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A  
TO  
VOTING SYSTEM MEMORANDUM OF AGREEMENT**

**PRE-ELECTION:** Includes Early Voting, Election Day and two business days immediately prior thereto and two business days following.

**Proposal for leasing:**

- 10% for equipment per week - Early Voting through Election Day, Transport to and from Courthouse provided by local Government Unit usual damage/ indemnity provisions, etc.
- Protect equipment from misuse or damage e.g.
- County Clerk program elections
- For Storage, Repair, Replacement, Etc. of Voting Equipment
- Funds from Leasing Equipment allocated into separate account fund
- Maximum Charge: 10% of equipment purchase price per day plus programming

**Equipment price: 10% per week**

- Express Vote BDM Terminal:
  - \$3,325.00 X 1 = 665.00
  - Requires separate ballot style
- Model DS200 Digital Image Scanner :
  - \$5,750.00 X 2 = 2,300.00