

#5(5.)

COPY

THE STATE OF TEXAS §

COUNTY OF POLK COUNTY §

AGREEMENT TO CONDUCT JOINT ELECTIONS

WHEREAS, the BIG SANDY INDEPENDENT SCHOOL DISTRICT (hereinafter "District") and the County of Polk (hereinafter "County") are each political subdivisions of the State of Texas;

WHEREAS, Section 11.0581 of the Texas Education Code requires that an election for school board trustees must be held on either the election date for the members of the governing body of a municipality located in the school district or the general election date for state and county officers;

WHEREAS, elections held on the same date as provided by Texas Education Code Section 11.0581 shall be held as a joint election under chapter 271, Texas Election Code;

WHEREAS, Texas Election Code section 11.0581 authorizes a board of trustees of an independent school district that is changing its election date to comply with section 11.0581 to adjust the terms of office of its members to conform to the new election date;

WHEREAS, Texas Election Code section 271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the District's Board of Trustees currently conducts its regular trustee elections on the May uniform election date but desires to move its election to the November uniform election date;

WHEREAS, the District is located within the boundaries of the County;

WHEREAS, the County currently conducts the regular elections for the members of the governing body of the County in the November uniform election date;

Upon receipt of an invoice from the County for other reasonable expenses associated with the facilities, such as electrical or water, and translation personnel, the District shall pay such reasonable amount of its invoice within thirty (30) days of receipt of such invoice.

V. Communications

Throughout the term of this Agreement, the participating entities will engage in ongoing communications concerning the conduct of the joint election, and, when necessary, shall meet with the designated representatives of each entity to discuss and resolve any problems which might arise regarding the joint election and to work out details of the joint election.

VI. Effective Date; Modification; Notices

This agreement takes effect upon the complete execution of this Agreement by both parties.

This agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties. No official, representative, agent, or employee of either the County or the District has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective entities. Either party may propose necessary amendments or modifications to this Agreement in writing in order to conduct the joint election smoothly and efficiently, except that such proposal must be approved by the governing body of the both parties.

VII. Notice

Any notice to be given hereunder by any party to the other party shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the other party at the addresses listed:

To the County of Polk:

Honorable John Thompson, County Judge
101 W. Church St., Ste 300
Livingston, TX 77351

To the Big Sandy Independent School District
P. O. Box 188
Dallardsville, TX 77332

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

VIII. Termination

This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

IX. Venue and Choice of Law

The entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Polk County, Texas. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the United States of America.

X. Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

XI. Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

XII. Breach

In the event that either party breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

XIII. Payments from Current Revenues

Payments made by the parties in meeting their obligations

under this Agreement shall be made from current revenue funds available to the governing body of the respective party.

XIV. Counterparts

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the 11th day of December, 2007.

BIG SANDY INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

COUNTY OF POLK

By: John P Thompson
John P Thompson, County Judge

By: Barbara Middleton
Barbara Middleton, County Clerk