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**INTERLOCAL AGREEMENT
BETWEEN**

Leggett ISD
(Local Entity)

**AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

WHEREAS, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

WHEREAS, Leggett ISD ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

WHEREAS, a joint agreement between the County and Local Entity would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for May 04, 2019, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity:

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

- C. As many tablets (programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many Verity Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.
- E. Performing a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment or perform technical support on the voting system equipment to be provided to Leggett ISD (Local Entity), and providing such written certification as may be requested by Leggett ISD (Local Entity) that such criminal background check has been performed with no findings that would prevent the said employees from performing the duties described in this paragraph.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

4. OBLIGATIONS OF LOCAL ENTITY.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE.

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES.

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity:

Name of Individual Contact: Jana Lowe

Mailing Address: PO Box 68

City, State and Zip Code: Leggett, TX 77350

To County:

Sydney Murphy, Polk County Judge, or his Successors in Office

Polk County Courthouse

101 West Church Street

Livingston, Texas 77351

Copies of any notice shall also be delivered to:

Schelana Hock, County Clerk, or her Successors in Office

Polk County Judicial Center

101 West Main Street, Suite 265

Livingston, Texas 77351

10. GENERAL PROVISIONS.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

This agreement is authorized by the governing bodies of each of the signatories to this Contract, as attest the signatures affixed hereto.

BY LOCAL ENTITY:

By: [Signature]

Printed Name: Jana Lowe

Date: 03/19/2019

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local at its duly called public meeting held on the following date:

March 18, 2019

By: [Signature]

Printed Name: Curtis Jefferson

POLK COUNTY

By: [Signature]
Sydney Murphy, County Judge

Date: 4/9/2019

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following Date:

4/9/2019

[Signature]

SCHELANA HOCK, County Clerk