

**INTERLOCAL AGREEMENT
BETWEEN**

**MEMORIAL POINT UTILITY DISTRICT
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, Memorial Point Utility District ("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 2, 2020, ("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;

agreement shall continue on a **year to year basis**, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

6. SEVERABILITY.

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT.

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: Elliot Barner

Mailing Address: 2929 Allen Parkway, Suite 3450

City, State and Zip Code: Houston, Texas 77019

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

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Polk County Judicial Center
101 West Mill 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 attested by the signatures affixed hereto.

BY LOCAL ENTITY:


By: 

Printed Name: Jim Edgemoode

Date: 1/13/2020

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: 1/13/20

By: 
Printed Name: Nathan Hale

POLK COUNTY

By: 
Sydney Murphy, County Judge

Date: 2/10/2020

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: 2/10/2020


SCHELANA HOCK, County Clerk