



ORIGINAL

**INTERLOCAL AGREEMENT
BETWEEN
ONALASKA 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, ONALASKA 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 November 3, 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;

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.

- A. Local Entity shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for the election.
- B. Local Entity shall be responsible for the following costs:
 - 1. All programming costs for computer accessible voter registration lists and Verity Touch Screen System units;
 - 2. **\$100.00** for use of each Voting System Unit provided by the County; and
 - 3. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election until tabulation on election night.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section C. and security of those ballots all at times.
- E. Local Entity will transport any equipment provided by the County to Local Entity's Polling Place and picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the 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

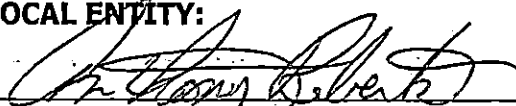
Livingston, Texas 77351

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: 
Anthony Roberts, Superintendent

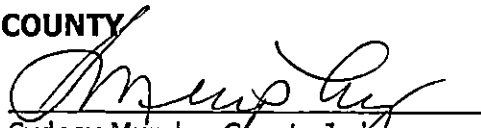
Date: August 17, 2020

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: August 17, 2020

By: 
Ted Wiggins, Board President

POLK COUNTY

By: 
Sydney Murphy, County Judge

Date: October 13, 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: _____


SCHELANA HOCK, County Clerk



ORIGINAL