

**MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY
AND THE POLK COUNTY HIGHER EDUCATION AND TECHNOLOGY
FOUNDATION REGARDING THE USE OF THE COMMERCE CENTER**

This Memorandum of Understanding ("MOU") is made and entered into by Polk County, Texas, by and through its duly elected and empowered Commissioners Court ("the County"), and the Polk County Higher Education and Technology Foundation acting by and through its duly authorized and empowered representative ("PCHETF"). Collectively, the County and the undersigned may be referred to as the "Parties".

PREMISES

WHEREAS, Memorandums of Understanding are entered into by and between two parties for the purpose of outlining the obligations of each party related to a specific situation, including the performance of governmental functions and services;

WHEREAS, the County built and owns the property known as the Polk County Commerce Center/Shelter ("the Center"), which is more particularly described in a document titled "Master Lease Agreement Between Polk County and the Polk County Higher Education and Technology Foundation" and all attachments thereto, dated August 27, 2013, which is attached hereto as Exhibit "A" and incorporated by reference as if fully recited herein;

WHEREAS, under the aforementioned agreement the PCHETF was granted the authority to enter into subleases with Angelina College or other suitable entities for the administration and maintenance of the Center;

WHEREAS, the PCHETF did enter into a sublease with Angelina College under specific terms and conditions set forth in a document titled "Sublease Between the Polk County Higher Education and Technology Foundation and Angelina College" ("sublease") dated October 8, 2013, which is attached hereto as Exhibit "B" and incorporated by reference for all purposes;

WHEREAS, the aforementioned sublease did not include all of the Center;

WHEREAS, due to restoration taking place in the Polk County Courthouse, the County is in need of space in which to store its election equipment, and conduct election administration activities; and

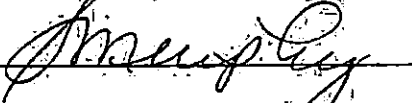
WHEREAS, there is adequate space available in the Center in which the County can store its election equipment and conduct the necessary election administration services without disturbing Angelina College's use of the portion of the Center it has sublet;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

1. Pursuant to this MOU, the County is granted access to and the use of rooms C and D on the Northernmost side of the center, which are more specifically delineated and marked on a map of the Center which is attached hereto as Exhibit "C" and incorporated by reference for all purposes;
2. The County agrees to use the aforementioned space to store its election equipment, to conduct the administration of election services, and for any other purpose that is necessary and proper to carry out the administration of election services;
3. The County hereby agrees to pay the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1000.00) for rent and ONE HUNDRED AND NO /100 Dollars (\$100.00) for utilities to the Foundation on a monthly basis for a total of ONE THOUSAND ONE HUNDRED AND NO/100 Dollars (\$1,100.00), with said sum being due and payable on the 1st day of each month this agreement remains in effect;
4. The initial term of this agreement shall be for 12 months commencing on June 1, 2021, and expiring at midnight on May 31, 2022, and shall automatically renew for successive 12 month terms until terminated by either party, with or without cause, by providing sixty (60) days written notice to the other party. Once the terminating party has provided written notice of its intent to terminate this lease, all duties and responsibilities listed hereunder, including the responsibility to pay rent, shall continue throughout the sixty (60) day period contemplated herein. If the end of the sixty (60) day period falls in the middle of a month, rent for the final month shall be paid in full.
5. The County further agreed to carry an insurance policy sufficient to cover the total cost of any items or objects the County keeps, stores or maintains within the center for the complete duration of this agreement;
6. Polk County releases and forever discharges and holds harmless the PCHETF, its members and its/their successors and assigns, from any and all liability or claims that Polk County (or Polk County's heirs or assigns) may have or may become actionable in the future that are in any way related to any monetary damages, property damage or any claim related to damage to or destruction of the County's election equipment or related physical property stored at the Center that may result from PCHETF's official activities;
7. This writing represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
8. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Polk County, Texas unless otherwise mandated by law.
9. If any portion of this agreement shall be deemed void or invalid, the remaining portions of the agreement shall continue in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of
the 28 day of April, 2021.

POLK COUNTY, TEXAS

By 

Hon. Sydney Murphy, County Judge, Polk County, Texas

POLK COUNTY HIGHER EDUCATION AND TECHNOLOGY FOUNDATION

By 

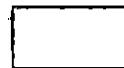

Andy Evans- President

EXHIBIT "A"

**Master Lease Agreement Between Polk County and the Polk County Higher
Education and Technology Foundation**

EXHIBIT "C"

Map of Leased Suite C & D at Commerce Center

-  Angelina College
-  Commerce Center / Shelter

