

**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 contract with the County to provide election services (the "Services") 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 Local Entity 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", shall mean the November 2, 2021 uniform election date, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, and for Recount of ballots as may be required incident thereto.

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

As part of the Services for the Election, as defined in Section (1)(B), the County will provide the necessary equipment and supplies as follows:

- A. As many Election Booths as shall be determined by the County;
- B. As many Ballot Cans as shall be determined by the County;

- C. As many Poll Pads (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined by the County;
- D. As many Hart 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 by the County; and
- E. Such other supplies as shall be determined by the County Clerk.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

As part of the Services for the Election, the County will provide the necessary services as follows:

- A. Election personnel as may be determined the County for conducting the Election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot.
- B. Training of Election Personnel in the use of equipment for the Election.
- C. Testing of the equipment to be used by the County in the 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 provide election result to Local Entity for canvassing of such election. The County Clerk shall be responsible for the security of the ballots at all times during.
- 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 Local Entity, and providing such written certification as may be requested by 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.
- F. Post notices and order for the Election after Local Entity has provided such notices and orders in the requisite polling locations for the Elections.
- G. Establish the requisite polling locations and dates, times and hours of voting for the Election.

4. OBLIGATIONS OF LOCAL ENTITY.

- A. Local Entity shall provide the County Clerk with the propositions to be included on the ballot for the Election.
- B. Local Entity shall be post their respective orders and notices for the Election and provide a copy of the notices and orders to the County Clerk.
- C. Local Entity shall be responsible for the following costs attributable to its Election:
 - 1. All programming costs for computer accessible voter registration lists and IVotronic Touch Screen System units required for the Election; and
 - 2. Reimbursement of any labor costs for personnel needed for the Election incurred by the County Clerk, together with out-of-pocket expenses incurred as specified in advance by the County Clerk.
- D. Local Entity shall be obligated for all costs for the Services as described in this Section at such time as Local Entity notifies the County Clerk of the propositions to be listed on its ballots as provided in Paragraph (A) of this Section.
- E. Local Entity shall canvass the returns for the Election.

5. TERM.

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

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 M. Barner/ Kathryn Cain

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, Suite 300

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 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 attest the signatures affixed hereto.

BY LOCAL ENTITY:

By: 

Printed Name: James Engbrock, President

Date: 9/13/2021

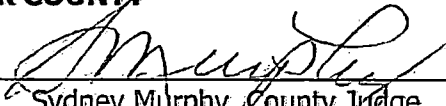
Attest:

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: 9/13/2021

By: 
Printed Name: Nathan Hale, Secretary

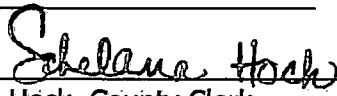
POLK COUNTY

By: 
Sydney Murphy, County Judge

Date: September 14, 2021

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: 9/14/2021


Schelana Hock, County Clerk

MEMORIAL POINT UTILITY DISTRICT

PROPOSITION A

THE ISSUANCE OF \$14,600,000 BONDS FOR WATER, SANITARY SEWER, AND DRAINAGE AND STORM SEWER SYSTEMS TO SERVE THE DISTRICT AND THE LEVY OF TAXES, WITHOUT LIMIT AS TO RATE OR AMOUNT, IN PAYMENT OF THE BONDS.

PROPOSITION B

THE ISSUANCE OF \$14,600,000 BONDS FOR REFUNDING WATER, SANITARY SEWER, AND DRAINAGE AND STORM SEWER SYSTEMS BONDS TO SERVE THE DISTRICT AND THE LEVY OF TAXES, WITHOUT LIMIT AS TO RATE OR AMOUNT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

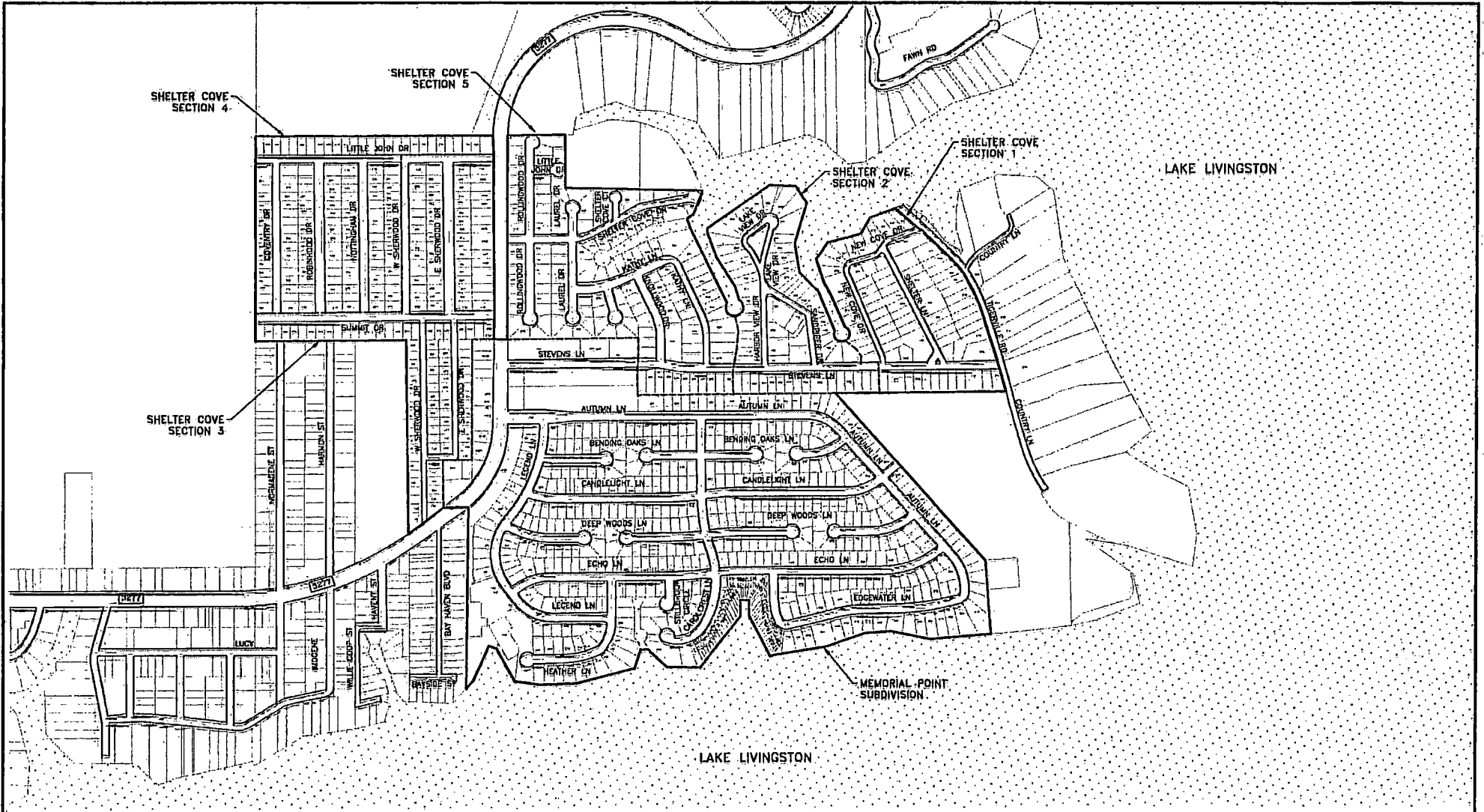
DISTRITO DE SERVICIOS PÚBLICOS DE MEMORIAL POINT

PROPOSICIÓN A

LA EMISIÓN DE \$14,600,000 EN BONOS PARA SISTEMAS DE ABASTECIMIENTO DE AGUA, ALCANTARILLADO SANITARIO Y ALCANTARILLADO DE DRENAJE Y AGUA DE TORMENTA PARA BRINDAR SERVICIO AL DISTRITO, Y LA IMPOSICIÓN DE IMPUESTOS, SIN LÍMITE EN CUANTO A TASA O CANTIDAD, PARA EL PAGO DE LOS BONOS.

PROPOSICIÓN B

LA EMISIÓN DE \$14,600,000 EN BONOS PARA REEMBOLSAR LOS BONOS PARA SISTEMAS DE ABASTECIMIENTO DE AGUA, ALCANTARILLADO SANITARIO Y ALCANTARILLADO DE DRENAJE Y AGUA DE TORMENTA PARA BRINDAR SERVICIO AL DISTRITO, Y LA IMPOSICIÓN DE IMPUESTOS, SIN LÍMITE EN CUANTO A TASA O CANTIDAD, SUFICIENTES PARA PAGAR EL CAPITAL Y EL INTERÉS DE LOS BONOS.



LEGEND
 - - - - - UTILITY BOUNDARY
 - - - - - SUBDIVISION BOUNDARY
 - - - - - RIGHT OF WAY LINE
 - - - - - LOT LINE

MEMORIAL POINT U.D.
 ADDRESS MAP
 JANUARY 2021

NOTE: THIS MAP WAS CREATED FROM DRAWINGS PROVIDED BY MEMORIAL POINT U.D. & AERIAL IMAGES. IT DOES NOT REFLECT GROUND OBSERVATIONS

LANGFORD ENGINEERING INC.
 Consulting Engineers
 1283 W. Bush Highway, P.O. Box 800
 Houston, Texas 77040-0800
 P: 713-462-0530 F: 713-462-7500