

PARTNERSHIP AGREEMENT FOR JOINT VENTURE

This Agreement is entered into as of October 8th, 2021, among POLK COUNTY RECYCLING AND BEAUTIFICATION ("PCRB") and POLK COUNTY for the purpose of carrying on a joint venture at 10311 Highway 146 South, Livingston, Texas 77351.

ARTICLE I: Purpose of Joint Venture

The purpose of the joint venture shall be to conduct the on-going operation and funding of a facility designed to collect and process recyclable materials, further described in ARTICLE III: Contributions ("Recycling Center"). Further, it is the intent of the parties to keep recyclable materials out of POLK COUNTY'S landfill and to promote education about the benefits of recycling to the Polk County community.

ARTICLE II: Duties of Parties

- A. PCRB shall be responsible for the staffing and operation of the Recycling Center.
- B.— POLK COUNTY shall be responsible for providing and maintaining the building (including the sewer, water, and electric utilities needed to operate the Recycling Center) and any equipment purchased by the COUNTY for the Recycling Center.
- C. It is the intent of the parties for the Recycling Center to be a self-sustaining enterprise. However, the parties recognize that additional funding may be needed, from time to time, to continue the on-going operations of the Recycling Center. As such, the parties agree to use their best efforts to secure grants and, with respect to PCRB, to host fundraisers for the benefit of the Recycling Center.

ARTICLE III: Contributions

The nature and amount of the contributions of each party to the venture are as follows:

- A. PCRB shall contribute time, labor, and materials used in the recycling process (e.g. bailing wire, lubricant, and other supplies needed for daily operations).
- B. POLK COUNTY shall contribute a 40' X 80' building on approximately one (1) acre of land located at 10311 Highway 146 South, Livingston, Texas 77351, constituting the Recycling Center. In addition, POLK COUNTY shall contribute a bailer and a forklift, and additional equipment, used to process the recyclable materials.
- C. No party shall receive, or be entitled to receive interest on that venturer's contributions to the capital of the Joint Venture.

ARTICLE IV: Ownership of Venture Property

- A. All property contributed by either party shall remain the property of that party, and be held in the name of that party, unless the contributing party transfers title to the joint venture or the other party by a separate agreement or process.
- B. All property acquired by the joint venture shall be held in the name of the joint venture.
- C. The beneficial interest of each party in such joint venture property, unless changed pursuant to the terms of this Agreement, shall be as follows:
 - 1. PCRB, fifty (50%) percent;
 - 2. POLK COUNTY, fifty (50%) percent.

ARTICLE V: Term and Termination

- A. The term of the Joint Venture will be deemed to have commenced on October 8th, 2021.
- B. This Agreement shall be terminated on the earlier to occur of:
 - 1. The mutual agreement of all of the parties to this Agreement;
 - 2. The unilateral decision of either party in writing and delivered to the other party per Article VIII;
 - 3. Any act or event which makes the continuation of the business of the joint venture impossible or impracticable; or,
 - 4. The bankruptcy or insolvency of any of the parties to this Agreement.
- C. On the termination of this joint venture, the joint venture shall be dissolved and wound up in accordance with the provisions of Title 4. Partnerships of the Texas Business Organizations Code, except as otherwise specifically provided in this Agreement or any amendment to this Agreement.

ARTICLE VI: Distributions; Allocation of Profits and Losses

All profits shall be retained by PCRB for use in promoting recycling in the county and so long as PCRB continues to operate the Recycling Center.

ARTICLE VII: Management Structure

- A. The business and affairs of the joint venture shall be managed by a committee (the "Management Committee") consisting of the board of directors of PCRB and the Polk County Judge or their representative.

- B. On all matters requiring a vote of the Management Committee, the board of directors of PCRB shall have one (1) vote and the County Judge of POLK COUNTY or their representative shall have (1) vote.
- C. All actions taken by the Management Committee shall be by unanimous vote of its members.
- D. Each individual named to the Management Committee will serve as a member of the Management Committee until their death, withdrawal, or expulsion from the Management Committee by a majority vote of the other individuals serving on the Management Committee. The County Judge of POLK COUNTY or their representative may not be voted off the Management Committee.

ARTICLE VIII: Notice

- A. All notices and other communications between the parties must be in writing.
- B. Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section, (iv) or via email.
- C. A notice given in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth (5th) business day following mailing.
- D. Address of Notice:
 - 1. PCRB c/o Dick Burr
PO Box 525, Leggett, TX 77350
dick.burrandwelch@gmail.com
 - 2. POLK COUNTY c/o
County Judge
101 West Church Street
Livingston, Texas 77351
county.judge@co.polk.tx.us

ARTICLE IX: Choice of Law

The parties agree that the laws of Texas shall govern this Agreement and all controversies, disputes and claims relating to, in connection with or arising out of this Agreement or breach of this Agreement, whether sounding in contract, tort, or otherwise, and whether settled by binding arbitration or by a court of competent jurisdiction.

ARTICLE X: Preservation of Rights

A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that rights or any other of its rights.

ARTICLE XI: Heading and Construction

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE XII: Counterparts

The parties to this Agreement may sign this Agreement in any number of counterparts, each of which is an original and all of which taken together form one single document. Moreover, this Agreement shall become effective when each of the parties to this Agreement sign one or more counterparts and delivered the signed counterpart to each of the other parties to this Agreement, in accordance with ARTICLE VIII: Notice of this Agreement.

ARTICLE XIII: Severability

If any term or provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect, and, that illegal, invalid, or unenforceable term or provision shall be modified to the extent necessary to render such term or provision enforceable. The rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties, without frustrating the purpose of the Agreement.

ARTICLE XIV: Assignment of Rights

Neither party shall assign, transfer, delegate, sublicense or otherwise dispose of, whether voluntarily or involuntarily, by merger, sale of a substantial portion of the party's assets, or operation of law or otherwise, (collectively "Transfer"), this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the non-transferring party, whose consent shall not be unreasonably withheld. Any purported Transfer by a party, except as expressly permitted herein, (i) shall be null and void and (ii) shall be deemed a material breach of this Agreement and grounds for immediate termination for cause amongst all of the remedies available to the parties.

ARTICLE XV: Indemnification

- A. Each party shall indemnify and hold harmless the other party, and its directors, officers, employees, shareholders, partners, agents, and affiliates, against all controversies, disputes, claims, liability, and expenses (including legal fees) relating to this Agreement, whether sounding in contract, tort or otherwise, brought by a third party.
- B. Each party's indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party of any claim in writing and cooperating with the indemnifying party in the indemnified party's defense of any claim.
- C. The parties shall not be entitled to indemnification if the claim is based on or results in any material part from the negligence or unlawful or wrongful acts of the party seeking indemnification.

ARTICLE XVI: Entire Agreement, Modification, and Integration

This Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made expressly or impliedly) that is not set out in this agreement. This Agreement may not be modified other than in a writing, dated, executed by an authorized representative of both parties, stating its intent to modify or supersede this Agreement and delivered in accordance with ARTICLE VIII: Notice of this Agreement.

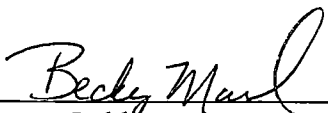
IN WITNESS WHEREOF, the undersigned have executed this Agreement through their duly authorized representatives this 8th day of October 2021.

By: 
DICK BURR, PRESIDENT
POLK COUNTY RECYCLING AND BEAUTIFICATION

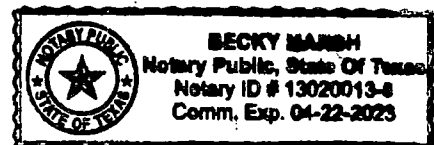
STATE OF TEXAS)

COUNTY OF POLK)

This instrument was acknowledged before me on this 6 day of October,
2021 by POLK COUNTY RECYCLING AND BEAUTIFICATION.


Notary Public

My Commission Expires: April 22, 2023



By: *Sydney Murphy*
JUDGE SYDNEY MURPHY
POLK COUNTY

STATE OF TEXAS)

COUNTY OF POLK)

This instrument was acknowledged before me on this 8 day of October,
2021 by POLK COUNTY.

Becky Marsh
Notary Public

My Commission Expires: 4/22/2023

