

MEMORANDUM OF UNDERSTANDING BETWEEN POLK COUNTY AND BURKE

The agreement is between the County of Polk, hereinafter called "The County" and Burke, hereinafter called "Burke".

WHEREAS the purpose of this MOU is to provide a secure location to store Burke's vehicles, at 9468 US Highway 59 N, Leggett.

NOW THEREFORE, the parties agree:

1. The County, In consideration of Burkes need for storage of vehicles, will provide at no cost a site for Burke to store vehicles.
2. Burke will agree to hold harmless The County, the Polk County Commissioners Court and the Polk County Judge from any liability whatsoever arising because of the acts or omissions of The County, its agents or employees.
3. This MOU represents the entire Agreement between parties and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This MOU may not be modified, altered, changed or amended, except by written agreement of the Parties.
4. This agreement shall automatically renew for subsequent and successive one (1) year periods beginning November 1, 2022 unless either party gives written notice of its intent to terminate the agreement at any time and for any lawful reason. This notice shall be effective not less than sixty (60) days when delivered to the other party by email, hand delivery or sealed in an envelope with sufficient postage affixed and deposited in the US Mail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 25th day of October, 2022.

POLK COUNTY, TEXAS

By 

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

By 

Melanie Taylor, Burke