

**INTERLOCAL AGREEMENT BETWEEN
BOSQUE COUNTY AND CITY OF VALLEY MILLS**

THE STATE OF TEXAS §
 §
THE COUNTY OF BOSQUE §

This Agreement, made and entered into by and between City of Valley Mills (hereinafter “Valley Mills”) a political subdivision under the laws of the State of Texas, and Bosque County, a body corporate and politic under the laws of the State of Texas, hereinafter called the “County,” as follows:

WITNESSETH:

WHEREAS, Valley Mills is located in Bosque County, Texas and has an election ordered for November 6, 2018, and

WHEREAS, Valley Mills is not in a position to provide voting services as mandated under current state and federal law without the aid of Bosque County for such election; and

WHEREAS, Valley Mills and the County find that it would be in the best interests of the citizens living within the boundaries of Valley Mills and the County to enter into an Interlocal Agreement to cooperate in the holding of a joint election pursuant to Chapter 271 of the Texas Election Code Ann.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained herein, Valley Mills and the County agree as follows:

I.

The County, acting by and through its Election Administrator, (hereinafter “Election Administrator”), agrees to provide services in the form of electronic ballots, election judges, and election clerks for the election to be had on November 6, 2018, including all early voting for said election. Valley Mills agrees to provide the services and pay for the expenses set out below.

II.

Valley Mills agrees that it will be responsible for each of the items on their ballot and shall bear their own expense for getting their ballot ready and submitted in both English and Spanish to the Election Administrator. Valley Mills understands the Elections Administrator is not responsible to provide legal advice or offer opinions to laws related to the preparation of the ballot for Valley Mills.

III.

Valley Mills agrees that it will be responsible for ordering its own election, drawing for ballot order, as well as publishing notice of such election as required by law. Upon completion of the election Valley Mills will take responsibility for canvassing and reporting the returns of its portion of the said election.

All parties agree as follows:

- a) On **November 6, 2018**, the day of the election, the polling places shall be determined by the Elections Administrator prior to September 1st.
- b) Ballot by mail application should be mailed to the Elections Administrator; PO Box 411 Meridian, TX 76665. Valley Mills shall pay a pro-rata share, to be determined by the Election Administrator, of all amounts owed for the postage associated to the mailing of each ballot mailed where voters may vote in the Valley Mills Election.
- c) During early voting there shall be an early voting polling place located at the Bosque County Courthouse; 110 South Main, Meridian, Texas 76665
- d) The hours of the early voting polling place shall be from 8:00 a.m. to 5:00 p.m. except there shall be early voting from 7:00 am to 7:00 pm for 2 days during the early voting period as determined by the Elections Administrator.
- e) All expenses owed to ES&S for the programming of electronic ballots for this election shall be borne by Valley Mills based upon programming usage.
- f) Valley Mills shall pay its pro-rata share, to be determined by the Elections Administrator, of all amounts owed for election judges and election workers that work during Early Voting
- g) Valley Mills shall pay a pro-rata share, to be determined by the Elections Administrator, of all amounts owed for election judges and election workers that work on Election Day for the election in polling places where voters may vote in the Valley Mills election.
- h) Valley Mills shall also pay an additional 10% election service fee as set out in Section 31.100 of the Election Code.
- i) Said amounts shall be billed by the Election Administrator to Valley Mills and such bill shall be paid by Valley Mills within 30 days of receiving the bill.

This Agreement shall in no way affect or diminish the rights of the County to continue to hold its own election should the other parties fail to meet their responsibilities of this agreement.

IV.

Valley Mills agrees to indemnify and hold harmless the County and to be responsible for any and all acts that result from the County providing the Services to Valley Mills under this agreement.

V.

Nothing in this Election Contract shall be construed to waive any immunity or defense enjoyed by either Local Entity or Contracting County, irrespective of the immunities and defenses enjoyed by the other, with regard to any claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Election Services.

VI.

In the event of any cause of action filed by either party to enforce the terms and conditions of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees incurred

in said action. In all other matters related to the subject matter of this contract, each party shall be responsible for all attorney's fees and costs incurred by same.

VII.

This Election Contract shall be governed by and construed under the laws of the State of Texas.

VIII.

Valley Mills agrees to replace or repair any voting equipment or poll books that are damaged during the election.

IX.

The term of this Agreement shall begin on on September 1, 2018, and continue in full force and effect until Jan 7, 2019.

X.

- a) Any notice permitted or required to the parties may be given by hand delivery or by first class United States Mail addressed to :

Bosque County Elections Administrator
PO Box 411 Meridian, TX 76665

XI.

This Agreement shall not become effective against each respective party until it is signed by each and approved by the Commissioners Court and the Board of each respective party in Open Meeting after such item was duly posted according to law, by signing the word "Approved" below the signature lines for Valley Mills and the County. **Either party may terminate this agreement with 30 days written notice.**

Approved by the Bosque County Commissioner's Court on this the _____ day of _____, 2018.

APPROVED AS TO FORM:

BOSQUE COUNTY

By: _____
Natalie Koehler,
County Attorney

By: _____
Don Pool,
County Judge

Approved by the _____, Texas, on this the _____ day of _____,
2018.

CITY OF VALLEY MILLS:

ATTEST

By: _____
Mayor,
City of Valley Mills

By: _____
City Admin/Secretary,
City of Valley Mills