

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 3/25/2024

Submitted By: County Judge's Office

Department: County Judge's Office

Signature of Elected Official/Department Head:

<p>Court Decision: This section to be completed by County Judge's Office</p>
 <p>March 25, 2024</p>

Description:

Consider and Approve Interlocal Agreement Between the City of Burleson and Johnson County for Temporary Lease of Sub-Courthouse Room 212 for City of Burleson's General Election on May 4, 2024-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BURLESON
AND JOHNSON COUNTY
FOR TEMPORARY LEASE OF SUB-COURTHOUSE ROOM 212**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between the **CITY OF BURLESON**, a home rule municipal corporation located in Tarrant County and Johnson County, Texas (“Burleson”), and **JOHNSON COUNTY**, a duly organized county and political subdivision of the State of Texas (“County”), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, County owns a building known as the Ron Harmon Sub-Courthouse located at 247 Elk Drive in Burleson, Johnson County, Texas (the “Sub-Courthouse”); and

WHEREAS, Burleson is conducting a general election on the May 4, 2024, general election date; and

WHEREAS, Burleson desires to utilize a designated space in the Sub-Courthouse to hold the election; and

WHEREAS, County desires to lease Room 212, a designated space in the Sub-Courthouse, to Burleson for the purpose of conducting Burleson’s general election on the May 4, 2024, general election date; and

WHEREAS, Burleson desires rent Room 212 from the County for the purpose of conducting its general election on the May 4, 2024, general election date; and

WHEREAS, the governing bodies of Burleson and County have duly authorized this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

I. Purpose.

The purpose of this Agreement is to outline Burleson’s use of Room 212 in the Sub-Courthouse under a lease with the County for the purpose of conducting Burleson’s general election on the May 4, 2024, general election date.

II. Term of Agreement.

- A. Term. The term of this Agreement shall be from April 19, 2024, and shall terminate on June 17, 2024, unless sooner terminated according to the terms of this Agreement.
- B. Early Termination. If Burleson's general election on the May 4, 2024, general election date does not include a run-off, this Agreement shall terminate on May 6, 2024.

III. Rent.

Rent for the Term shall be \$10.00. Burleson agrees to pay County rent by the beginning of the Term. The rent shall not be reduced or prorated in the event the Agreement is terminated early.

IV. Use.

- A. Election. Burleson shall use Room 212 to conduct election activities, including using Room 212 as a public polling place for early voting and election day voting in Burleson's general election on the May 4, 2024, general election date. Generally, the hours of operation for the election shall be as follows:

Early Voting:

Friday, April 19 (1 p.m. – 5 p.m.) (Setup)
Monday-Friday, April 22-26 (7:30 a.m. – 5:15 p.m.)
Saturday, April 27, (8:30 a.m. – 3:15 p.m.)
Monday-Tuesday, April 29-30 (7:30 a.m.-5:15 p.m.)
Friday, May 3 (1 p.m. – 5 p.m.);

Election Day:

Saturday, May 4 (6 a.m. – 10 p.m.).

Possible Run-off - Early Voting:

Friday, May 31 (1 p.m.-5 p.m.) (Setup)
June 3 to June 11 (7:30am-5:15pm)

Election Day:

Saturday, June 15 (6 a.m. – 10 p.m.)

- B. Generally. Burleson will not construct any permanent improvements in Room 212.
- C. Janitorial. Burleson will maintain Room 212 in a clean condition throughout the Term of this Agreement. If the County incurs additional janitorial costs because of Burleson's use of Room 212, Burleson agrees to reimburse the County for reasonable costs.
- D. Specific Requirements. The Parties agree to work together in good faith to ensure that Room 212 has table chairs necessary to conduct its election activities, that Burleson has use of a designated area in the parking lot of the Sub-Courthouse to ensure curbside voting, and that

Burleson may erect reasonable, standard signs in and around the Sub-Courthouse to provide directions to the polling place in Room 212 to the public.

E. Security. Burleson will hire off-duty officers through the Johnson County Sheriff's Office or Johnson County Constable's Office (Precinct 2) to provide security for voting conducted outside of normal business hours.

V. Insurance.

Burleson and County are both governed by the Texas Tort Claims Act, which sets limits of liability for certain causes of action. Each Party to this Agreement warrants and represents that it is insured under a commercial insurance policy, risk pool, or is self-insured for all claims falling within the Texas Torts Claim Act. Either Party may request a certificate of insurance from the other Party, and the other Party agrees to provide the requesting Party a certificate of insurance within a reasonable time.

VI. Liability.

Burleson shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of County or its employees, agents, or officers in relation to this Agreement. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Burleson or its employees, agents, or officers in relation to this Agreement. Burleson and County acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, agents, or officers in the performance of services and activities under this Agreement.

VII. Notice.

Any notice given hereunder by either Party to the other shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to Burleson:

City of Burleson
Attn: City Manager
141 West Renfro
Burleson, Texas 76028-4261

If to County:

VIII. Miscellaneous.

- A. Current Revenues.** Each Party shall make payments under this Agreement from current revenues available.
- B. Cooperation.** The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- C. Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.
- D. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Any action concerning this Agreement shall lie in Johnson County, Texas.
- F. Venue.** To the extent permitted by Texas law, the Parties agree that any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas.
- G. Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- H. Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- I. Recitals.** The recitals to this Agreement are incorporated herein.
- J. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- K. No Assignment.** The Parties may not assign or transfer their rights under this Agreement.
- L. Compliance with Law.** Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

- M.** No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- N.** Immunity. This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.
- O.** No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- P.** No Joint Enterprise. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.
- Q.** Force Majeure. In the event that the performance by Burleson or County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed this _____ day of _____, A.D. 20_____.

CITY OF BURLESON, TEXAS

JOHNSON COUNTY, TEXAS

By: _____
Mayor

By: *[Signature]*
County Judge

ATTEST:

ATTEST:

City Secretary, City of Burleson

[Signature]
County Clerk, Johnson County

