

**INTERLOCAL AGREEMENT BETWEEN
WOOD COUNTY AND CITY OF MINEOLA**

This agreement, made and entered into, by and between, Wood County, hereinafter referred to as “County”, acting herein by and through its County Judge and County Commissioner’s Court and the City of Mineola hereinafter referred to as “Entity”, acting herein by and through its Council.

WITNESSETH:

WHEREAS, City of Mineola is required to conduct an Election of the Mayor on May 1, 2021; and

WHEREAS, Section 61.012 of the Texas Election Code requires that at least one accessible voting system be provided in each polling place used in a Texas Election on or after January 1, 2006; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, City of Mineola, located in Wood County, Texas, desires to enter into an Interlocal Agreement for the use of the County’s Hart InterCivic electronic voting system; for the early voting period and election day May 1, 2021, Election;

AND WHEREAS, the Commissioners’ Court of Wood County, Texas desires to give authorization for said usage.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS’ COURT OF WOOD COUNTY, TEXAS, THAT:

Said Commissioners’ Court authorizes the usage of said equipment by Entity under the conduct and supervision of Dawn Goldthorn, Elections Administrator of Wood County, Texas; and

BE IT FURTHER RESOLVED, that the election costs incurred in the programming of said equipment for the purpose by the County’s vendor, Hart InterCivic, will be the responsibility of Entity; and

BE IT FURTHER RESOLVED, that each set (minimum of 1 JBC and 1 DAU booth, eSlates optional) of electronic equipment needed shall rent for \$150.00 as set by the Commissioners Court; any equipment returned damaged or in a lesser state than received, full value of equipment to be repaired or replaced will be the responsibility of the Entity; and

BE IT FURTHER RESOLVED, that the preparation of the equipment, Logic and Accuracy testing, clearing, loading ballot and audit will be performed by the Elections Administrator and personnel at the greater amount of 10% of the overall election cost or \$75.00 Administrative Fee; the Entity will be responsible for the verification and accuracy of ballot information and shall participate in the proofing of said ballot from vendor; and

BE IT FURTHER RESOLVED, upon completion of Logic and Accuracy testing, each Entity will be responsible for making arrangements with the Elections office to pick up voting equipment. Said voting equipment is to be returned to the Elections office, by the Entity renting the equipment on the first business day after the close of their election, unless prior arrangements are made; and

BE IT FURTHER RESOLVED, that **MANDATORY** training by the Elections office of the Hart InterCivic voting system's functions and operation of the equipment will be attended by the Entity's election judges and clerks; cost of training will be waived for the May 1, 2021 election. All future training costs will be shared with other entities in attendance; and

BE IT FURTHER RESOLVED, that the Entity will be responsible for the purchase of necessary miscellaneous supplies needed to conduct the election, i.e. flash cards for audio, audit, signature and testing, and printer pack paper; and

BE IT FURTHER RESOLVED, that the Entity and County agree that once the County has received an invoice from the vendor, Hart InterCivic, the County will bill each Entity for their portion of the costs, and that the Entity's obligation is the actual cost even in the event the actual cost exceeds the estimated cost; and

BE IT FURTHER RESOLVED, that the entity retains ultimate responsibility for the election; neither the County nor any personnel of the County will be held responsible for any outcome of the election or any malfunction of the equipment for the election; and

**AND BE IT FURTHER RESOLVED, PASSED AND APPROVED, this _____day
of _____, 2021.**

Lucy Hebron
Wood County Judge

Laura Wise
Wood County Elections Administrator

City of Mineola
PO Box 179
Mineola, TX. 75773

Representative, City of Mineola