

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MINEOLA AND MINEOLA
INDEPENDENT SCHOOL DISTRICT FOR CONDUCTING ELECTIONS

STATE OF TEXAS §
COUNTY OF WOOD §

WITNESSETH

This Agreement is entered into this 25th day of February, 2013 by and between the City of Mineola, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as The City), and Mineola Independent School District with the authorization of the Board of Trustees of the Mineola Independent School District (hereinafter referred to as The School District). The entities enter into this Interlocal Agreement by authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, The School District and The City have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having The City furnish a common election site needed by Mineola ISD in connection with The School District's elections;

WHEREAS, in consideration of the mutual covenants and agreements contained herein as well as other good and valuable consideration stated herein below the City of Mineola and Mineola ISD agree as follows:

PURPOSE

It is the purpose of this Interlocal Agreement to set forth the purpose, terms, rights and duties of the contracting parties where by The City of Mineola is to provide services limited to the undertaking of trustee/city council election herein described for The School District.

TERMS, RIGHTS AND DUTIES

I. CITY OF MINEOLA'S DUTIES

THE CITY OF MINEOLA'S duty will be to provide a site at Mineola City Hall with space for registration, voting and counting of the ballots for Mineola ISD to conduct an election for the Mineola ISD board of trustees in conjunction with the City of Mineola's May elections.

II. MINEOLA INDEPENDENT SCHOOL DISTRICT'S DUTIES

MINEOLA INDEPENDENT SCHOOL DISTRICT will assume the responsibility of conducting the election of at-large members of the board of trustees according to established terms and according to the Texas Education Code with the following details:

MINEOLA INDEPENDENT SCHOOL DISTRICT WILL:

1. Execute an Interlocal Agreement with the City of Mineola to hold a joint election pursuant to HB1 at Mineola City Hall in conjunction with Mineola City Elections. Section 11.01, Subchapter C, Chapter 11, Education Code, Section 11.058 as amended.
2. Prepare and submit any voting changes to the United States Department of Justice as required by Federal Voting Rights Act of 1965, as amended for Mineola ISD's elections.
3. Mineola Independent School District will assume the responsibility of conducting the election of at large members to the MISD Board of Trustees according to the Texas Election Code.
4. Give notice of regular board election as required by all applicable laws including Texas Election Code Chapter 4 and execute Order of Election to elect board members at large; polls to be open from 7:00 A.M. to 7:00 P. M.; and that publication of Notice of Election in the Mineola Monitor be accomplished according to the Election Law Calendar.
5. Post the Notice of Election on the bulletin board used for posting notices of meetings of School Board plus at least two other locations named below: Mineola ISD Administration Building, Brookshires, City Hall.
6. Appoint an Election Judge and bestow upon said Election Judge the authority to appoint the assistant to the Election Judge.
7. Notify the presiding Election Judge of his/her appointment and notice of his/her duty to conduct the election pursuant to Section 4.007 of the *Texas Election Code*.
8. Authorize the Election Judge to employ election clerks to conduct the election.
9. Appoint an early voting clerk and assistants.
10. Appoint an Administrative Liaison from the Central Office for matters regarding this election.
11. Provide candidate application packages available to the public at the Administration Building of Mineola ISD during regular office hours according to the Election Law Calendar.

12. Instruct the public that candidates who make application for place on ballot be instructed to file the applications with the Secretary of the MISD Board of Trustees.
13. Establish the deadline to file an application for place on the ballot with the Secretary of the Board of School Trustees by the date determined by the Election Law Calendar.
14. Establish the deadline for the Secretary of the School Board to accept declarations of write-in candidacy according to the Election Law Calendar.
15. Provide mandatory office hours (for 3 hours minimum) to conduct election related business determined by the Election Law Calendar.
16. Establish the date, time and place that the Secretary of the Board of Trustees or his/her designee to conduct the drawing for order of names on the ballot. Notice of this drawing is to be posted in the Administration Building of Mineola ISD and names of candidates will be posted in the Administration Building of Mineola ISD until the election is conducted.
17. Print ballots in accordance with the election laws.
18. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such election.
19. Determine that early voting by personal appearance to be conducted at the Mineola Independent School District's Administration Office according to the dates of the Election Law Calendar, with absentee ballots counted by the Election Judge on Election Day.
20. Set the board meeting of the Mineola ISD Board of Trustees to canvass the election returns and with the appropriate notice of the meeting to be posted.
21. Provide for the collection of the ballot boxes, election supplies and judge's report be collected from the Election Judge following the vote tally and summary after the election. The designated collectors will be MISD's Administrative Liaison, with the Election Clerk, as an alternate, along with the Superintendent.
22. Provide for retention and storage of election records as provided by law.
23. Provide instructions that all other pertinent dates and regulations in the *Texas Election Code* be followed to the letter and spirit of the law.

24. Mineola ISD will pay salaries and wages of persons employed temporarily to perform duties of said election for Mineola ISD for the election of MISD Board of Trustees pursuant to Texas Election Code Section 21.00 (a) and (b)

III. TERM

This agreement shall be effective as of the date of its execution by all parties and shall remain in effect until such time as either entity notifies the other entity that the agreement is null and void at least six months prior to the May elections in order to allow time to notify the Department of Justice of any changes.

IV. INDEMNIFICATION

MINEOLA ISD AGREES to the extent permitted by law, to indemnify and hold harmless the City of Mineola for any claims, lawsuits, or damages alleging personal injuries at a voting location on election day to the extent that the alleged injuries arise out of MISD's own negligence.

V. VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties of this agreement shall be performable in Wood County, Texas and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VI. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting subsequent modifications in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of the City of Mineola or Mineola ISD has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the City Council or the MISD Board of Trustees.

VII. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by MISD without prior written consent of the City of Mineola and through an order of its City Council.

VIII. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

IX. NOTICES

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

Mineola ISD	City of Mineola
Dr. H. John Fuller, Superintendent	David Stevenson, City Manager
1000 West Loop	P.O. Box 179
Mineola, Texas 75773	Mineola, Texas 75773

X. CANCELLATIONS

In the event that the City of Mineola's election is cancelled, the Mineola ISD's Board of Trustees election will be conducted at Mineola City Hall under the terms of this agreement.

IN WITNESS WHEREOF, the City of Mineola and Mineola Independent School District have caused this agreement to be effective as of February 25, 2013.

MINEOLA INDEPENDENT SCHOOL DISTRICT

By _____

Dr. H. John Fuller, Superintendent

By _____

Regan Brandon, President Mineola ISD Board of Trustees

ATTEST: _____

Rod Watkins, Secretary Mineola ISD Board of Trustees

APPROVED BY THE MINEOLA CITY COUNCIL in a meeting on the 25th day of February, 2013, and executed by E.F. Whitus, Mayor, as the authorized representative of the City of Mineola.

CITY OF MINEOLA

By _____

Mayor

ATTEST:

City Clerk