

ORDINANCE NO. 1018-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A JOINT GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 6, 2023 FOR THE PURPOSE OF ELECTING A MAYOR AND THREE CITY COUNCIL MEMBERS (POSITIONS 1, 3, AND 5) FOR THE CITY OF DICKINSON; CALLING A JOINT SPECIAL ELECTION TO REAUTHORIZE THE LOCAL SALES AND USE TAX IN THE CITY OF DICKINSON AT A RATE OF ONE-FOURTH OF ONE PERCENT (0.25%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AUTHORIZING THE MAYOR, OR DESIGNEE, TO ENTER INTO A JOINT ELECTION AGREEMENT WITH GALVESTON COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION AND SPECIAL ELECTION ON BEHALF OF THE CITY OF DICKINSON; DESIGNATING THE PLACES AND MANNER OF HOLDING THE ELECTION; PROVIDING FOR THE POSTING AND PUBLICATION OF NOTICE; PROVIDING FOR A RUNOFF ELECTION IF REQUIRED; PROVIDING A SAVINGS CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dickinson (the “City”) desires to hold a General Municipal Election on Saturday, May 6, 2023 for the purpose of electing the Mayor and three City Council members to fill positions 1, 3, and 5 on the Dickinson City Council (the “General Election”); and

WHEREAS, the City desires to hold a Special Election on Saturday, May 6, 2023 for the purpose of the reauthorization of the local sales and use tax in the City at the rate of one-fourth of one percent (0.25%) to continue providing revenue for maintenance and repair of municipal streets (the “Special Election”); and

WHEREAS, the City Council of the City (the “Council”) finds that it is in the public interest that the City enter into a joint election agreement and election services contract with Galveston County in order to provide the most efficient and convenient voting opportunities for both the General Election and the Special Election, with voting available at polling locations and the potential for extended hours for early voting identified herein; and, **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DICKINSON:

SECTION 1. THAT the caption and recitals to this Ordinance are true and correct and are hereby incorporated into this Ordinance for all intents and purposes.

SECTION 2. THAT a general municipal election (the “General Election”) of the City of Dickinson, Texas (the “City”) is hereby ordered, with the General Election to be held between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on the 6th day of May 2023, in the corporate limits of the City, for the purpose of electing the Mayor and members to the City Council of the City (the “Council”) for Positions 1, 3, and 5 in accordance with all applicable City Charter provisions and all election laws of the State of Texas, and as authorized by the adoption of this Ordinance and the executed joint election agreement and election services contract with Galveston County contemplated herein.

SECTION 3. THAT a special election (the “Special Election”) is hereby ordered to be held between seven o’clock (7:00) a.m. and seven o’clock (7:00) p.m. on the 6th day of May 2023, in the corporate limits of the City, for the purpose of the reauthorization of the local sales and use tax in the City at the rate of one-fourth of one percent (0.25%) to continue providing revenue for maintenance and repair of municipal streets, with the tax expires on the fourth (4th) anniversary of the date of the Special Election. The ballot language for the Special Election shall read as follows:

“The reauthorization of the local sales and use tax in the City of Dickinson at the rate of one-fourth of one percent (0.25%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth (4th) anniversary of the date of this election unless the imposition of the tax is reauthorized.”

SECTION 4. THAT the present boundaries of the City constitute one (1) election precinct. The polling places for this election precinct shall be as designated by Galveston County.

SECTION 5. THAT the General Election and the Special Election shall be held in accordance with, and shall be governed by, the election laws of the State of Texas. The Council, pursuant to Chapter 271 of the Texas Election Code, authorizes the Mayor, or his designee, to enter into a joint election agreement with Galveston County and other participating political subdivisions for the General Election and the Special Election. The City Secretary, the Mayor, and the Mayor’s designee are hereby authorized to perform all duties and take all actions as required by any election services contracts or joint election agreements related to the General Election and the Special Election.

SECTION 6. THAT any eligible and qualified person may have his or her name placed upon the official ballot of the General Election as a candidate by submitting an application in accordance with Section 141.031 of the Texas Election Code (the “Application”). The Application must be in writing, signed, and sworn to by the candidate and it must indicate that the candidate swears to the Application. The Application may be filed with the City Secretary beginning on January 18, 2023, but not later than 5:00 p.m. on February 18, 2022. Candidate filings will be accepted in person from 8 a.m. to 5 p.m. Monday through Friday at the Office of the City Secretary, 4403 Highway 3, Dickinson, Texas 77539; by mail at the Office of the City Secretary, 4403 Highway 3, Dickinson, Texas 77539; by fax at 281-337-6217; or, by email at aurps@dickinsontexas.gov.

SECTION 7. THAT Galveston County shall designate the Main Early Voting Location for early voting for the General Election and shall appoint the Early Voting Clerk and Deputy Early Voting Clerk for early voting in person and voting by mail, who shall, upon approval of an application for ballot by mail related to the General Election, provide balloting materials to the voter in accordance with the election laws of the State of Texas. Applications for ballot by mail (the “ABBM”) shall be mailed, faxed, emailed, or delivered by common or contract carrier to the addresses or numbers identified in the joint election documentation attached to this Ordinance as “Exhibit A”.

SECTION 8. THAT the last day for the early voting clerk to receive applications for a ballot to be voted by mail via mail (regardless of postmarked date), fax, common or contract carrier, or email, is Tuesday, April 25, 2023, in accordance with Section 84.007(c) of the Texas Election Code. If a voter submits an ABBM via fax or email, the Early Voting Clerk must receive an original or a copy with a wet signature via mail within four (4) business days of the submission of the fax or email, in accordance with Section 84.007(b-1) of the Texas Election Code.

SECTION 9. THAT the places at which Early Voting by personal appearance shall be conducted shall be designated by Galveston County. During the lawful early voting period, the Early Voting Clerk shall keep such locations for early voting open for early voting as required by the Texas Election Code, at a minimum.

SECTION 10. THAT voting at the General Election and the Special Election, including Early Voting, shall be by the use of voting machines; and the ballots of the General Election and the Special Election shall conform to the election laws of the State of Texas, as amended. Galveston County, via a joint election agreement or election services contract with the City shall obtain, or cause to be obtained, the necessary electronic tabulating equipment, to arrange for the testing thereof as provided by law and to employ a duly qualified manager and a duly qualified tabulation supervisor to perform the duties respectively imposed on them by law with respect to the processing and tabulation of ballots at the Central Counting Station.

SECTION 11. THAT the Galveston Daily News, is hereby found and declared to be a newspaper of general circulation in the City (the “newspaper”); that the City Secretary shall issue notice of the General Election and the Special Election to be published one time in the newspaper not less than ten (10) days, but no more than thirty (30) days, prior to the date of the General Election and the Special Election; and, that in addition to posting in the newspaper, notice of the General Election and the Special Election shall be posted on the bulletin board at the City Hall of the City not later than the twenty-first (21st) day before the date of the General Election and the Special Election and remain continuously posted until the end of the day on the date of the General Election and the Special Election.

SECTION 12. THAT the Mayor and the City Secretary are hereby authorized to execute and issue, for and on behalf of the City, such orders, documents, and forms as may, from time to time, be promulgated by the Secretary of State of the State of Texas in conjunction with the General Election and the Special Election.

SECTION 13. THAT each and every provision, paragraph, sentence, and clause of this Ordinance has been separately considered and passed by the Council, and each provision would have been separately passed without any other provision; and, if any provision hereof shall be ineffective, invalid, or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

SECTION 14. THAT the Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of the meeting of the Council during which it considered this Ordinance was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by Chapter 551 of the Texas Government Code; and, that said meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered, and formally acted upon. The Council further ratifies, approves, and confirms the contents and posting of such written notice.

SECTION 15. THAT this Ordinance shall be in effect immediately upon its passage and approval.

PASSED, APPROVED, AND ADOPTED this 14th day of February 2023.

FOR THE CITY OF DICKINSON:



SEAN SKIPWORTH, MAYOR

ATTEST:

Ana Urps

ANA URPS, CITY SECRETARY

EXHIBIT A – JOINT ELECTION DOCUMENTATION

RESOLUTION NO. 1999-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ELECTION SERVICES WITH GALVESTON COUNTY REGARDING THE MAY 2023 MUNICIPAL ELECTION.

WHEREAS, the City Council (the “Council”) of the City of Dickinson, Texas (the “City”) finds that Galveston County (the “County”) provides certain public services that benefit the citizens of the City; and

WHEREAS, the Council desires to authorize the County to provide election services for the City, and desires to outline the terms of the provision of such election services in a Contract for Election Services substantially similar to the version attached to this Resolution as “Exhibit A”; and **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON:

THAT the City Council of the City of Dickinson hereby approves the Contract for Election Services attached to this Resolution as “Exhibit A” in order to provide the terms under which Galveston County will provide election services for the City of Dickinson regarding the May 2023 Municipal Election, and directs the City Manager to execute such Contract for Election Services.

PASSED, APPROVED, and RESOLVED on January 10, 2023 .

FOR THE CITY OF DICKINSON:



SEAN SKIPWORTH, MAYOR

ATTEST:



Ana Urps, City Secretary

APPROVED AS TO FORM:



Justin Pruitt, City Attorney

EXHIBIT A – CONTRACT FOR ELECTION SERVICES

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 10th day of January, 2023 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Mayor Sean Skipworth on behalf of City of Dickinson ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: 2023 General Election

May 6, 2023
Election Date

June 17, 2023
Runoff Election Date

Early Voting will be held on **April 24 - 28, 2023** from 8 a.m. to 5 p.m. **May 1-2, 2023** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

- 1. Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.
 - 1.1. Program, or arrange to have programmed, the ballot.
 - 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.
 - 1.3. Provide all election services, as required by law, for all portions of Galveston County.
 - 1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
 - 1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]
 - 1.6. Provide Ballot by Mail services for the Entity.

- 1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.9. Provide the Entity **and where possible the candidates running for office*, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***
- 1.11 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. *Duties and Services of the Entity.*** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2023**. Contracts submitted after this date will require a \$500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***
 - 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
 - 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
 - 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
 - 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
 - 2.5. It is understood that the Entity may need to modify its election order after **February 21, 2023**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by

February 21, 2023. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 24, 2023.** All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***
- 2.7. Return to Galveston County, by **March 16, 2023 5 p.m.,** confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 21, 2023.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.10. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

- 2.11. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
- 3. Cancellation of Contract:** Except for contracts consummated after **January 31, 2023**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **February 22, 2023**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.
- 4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:
- a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
- 5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$100 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Duo, \$506 per Verity Controller, \$577 per Verity Duo with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.
 - d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$200 delivery per location
 - e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.
 - f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting and Election Day Voting training.
Cost: \$75 per person per class
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost: \$100 per poll pad
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election. Hire and coordinate all Law Enforcement Officer's to handle all aspects of the election.
Cost: Total amount reimbursable by the Entity.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Ana Urps

281-337-6217

Name

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

Ana Urps

City of Dickinson

Phone: 281-337-6217

4403 Hwy 3, Dickinson, TX 77539

Email: aurps@dickinsontexas.gov

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.


Executed this 10th day of January, 2023.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: Theo Melancon
(Please Print)



(Signature)

- City Manager
- Superintendent
- City Secretary
- Chair County Executive Committee
- Mayor
- President
- Other

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

EXHIBIT B – POLLING LOCATIONS

**Election Day Locations
Entity 2023 Election**

Moody Methodist Church

2803 53rd Street

Galveston, TX 77551

Galveston Court House

722 Moody St

Galveston, TX 77550

Seaside Church

16534 Termini- San Luis Pass Rd

Galveston, TX 77554

Pump House

715 30th street

Galveston, TX 77550

Galveston ISD Admin Bldg.

3904 Ave T

Galveston, TX 77550

Mud 12 Building

2929 Hwy 6 2nd Floor

Bayou Vista, TX 77563

Hitchcock ISD

7801 Neville Rd. Board Rm.

Hitchcock, TX 77563

La Marque Community Room

1109 Bayou Rd

La Marque, TX 77568

COM Main

1200 Amburn Rd. Tech Voc. Bldg. Rm. 1344

Texas City, TX 77591

Dickinson City Hall

4403 Hwy 3 Meeting Rm. 2

Dickinson, TX 77539

Dickinson Com. Center

2714 Hwy 3

Dickinson, TX 77539

Kemah Community Center

800 Harris Ave

Kemah, TX 77565

Clear Lake Shores Club House

1006 S. Shore Dr.

Clear Lake Shores, TX 77565

Education Support Center

2425 S. Main St.

League City, TX 77573

COM League City

1411 W. Main St. Rm. 103

League City, TX 77573

First Baptist Church FW Club 56 Room

202 Heritage

Friendswood, TX 77546

Friendswood Fire Dpt. 1

1610 Whitaker Dr. Meeting Rm.

Friendswood, TX 77546

**Early Voting Locations
Entity 2023 Election**

Monday, April 24, 2023 – Friday, April 28, 2023.....8:00am to 5:00 pm
Monday, May 1, 2023 – Tuesday, May 2, 2023.....7:00am to 7:00pm

**Main Early Voting Location
Galveston County Justice Center
600 59th St. 1st Floor Concession Area
Galveston, TX 77551**

Moody Methodist Church

2803 53rd Street

Galveston, TX 77551

Galveston Court House

722 Moody St

Galveston, TX 77550

Seaside Church

16534 Termini- San Luis Pass Rd

Galveston, TX 77554

Pump House

715 30th street

Galveston, TX 77550

Galveston ISD Admin Bldg.

3904 Ave T

Galveston, TX 77550

Mud 12 Building

2929 Hwy 6 2nd Floor

Bayou Vista, TX 77563

Hitchcock City Hall

7423 Hwy 6

Hitchcock, TX 77563

La Marque Community Room

1109 Bayou Rd

La Marque, TX 77568

COM Main

1200 Amburn Rd. Tech Voc. Bldg. Rm 1344

Texas City, TX 77591

Dickinson City Hall

4403 Hwy 3 Meeting Rm. 2

Dickinson, TX 77539

Dickinson Com. Center

2714 Hwy 3

Dickinson, TX 77539

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