

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH TO AUTHORIZE A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS OFFICER OF THE COUNTY OF GALVESTON, THE COUNTY OF GALVESTON AND THE CITY OF KEMAH FOR A GENERAL ELECTION ON SATURDAY, MAY 4, 2024 AND A RUNOFF ELECTION ON SATURDAY, JUNE 15, 2024, IF NECESSARY, AND OTHER MATTERS.

WHEREAS, the City Council wishes to proceed with the ordering of such election for the purpose of electing a person to the positions of Council Positions One, Three, and Five on Saturday, May 4, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS, as follows:

Section 1. The facts and opinions in the preamble of this resolution are true and correct.

Section 2. The City Council hereby approves and authorizes a contract for election services between the Election Officer of the County of Galveston, the County of Galveston and the City of Kemah for a General Election on Saturday, May 4, 2024 and a Runoff Election on Saturday, June 15, 2024, if necessary.

Section 3. The City Administrator is hereby authorized to execute all documents necessary to complete this transaction.

Section 4. All resolutions, ordinances and/or agreements and parts thereof in conflict herewith are repealed to the extent of the conflict only.

Section 5. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

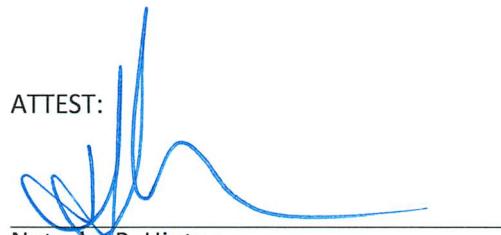
PASSED AND APPROVED the 3rd day of January, 2024.



Robin Collins
Mayor



ATTEST:


Natasha R. Hinton
City Secretary

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 3rd day of January, 2024 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Natasha Hinton on behalf of City of Kemah ("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: (3) City Council Positions

May 4, 2024
Election Date

June 15, 2024
Runoff Election Date

Early Voting will be held on **April 22, 2024 through April 26, 2024** from 8 a.m. to 5 p.m., **April 29, 2024 and April 30, 2024** 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.**
- 1.10 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, 2024**. 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 **March 15, 2024**, 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 20, 2024. 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]

- 2.5. 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 21, 2024**. 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]**
- 2.6. Return to Galveston County, by **March 15, 2024 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 19, 2024**.

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]**

- 2.7. 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.**
- 2.8. 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.
- 2.9. 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.

2.10. 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, 2024**, 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 16, 2024**. 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.
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:

Natasha Hinton
Name

281-334-1611
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:

City of Kemah

Attn: Natasha Hinton *Phone: 281-334-1611*

1401 HWY 146, Kemah, TX 77565 Email: nhinton@kemahtx.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 3rd day of January, 2024.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: Robin Collins
(Please Print)



(Signature)

() City Manager () Mayor
() Superintendent () President
() City Secretary () Other
() Chair County Executive Committee

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: _____

CITY OF KEMAH ADOPTED BUDGET FISCAL YEAR 2023-2024							
GENERAL FUND							
				2022-2023		ADOPTED	2022-23 to
				2020-2021	2021-2022	CURRENT	PROJECTED
				ACTUAL	ACTUAL	BUDGET	EOY ACTUAL
<u>OPERATIONS</u>						BUDGET	% ↑↓
01	510-8100	AUDIT	20,677	81,529	55,000	55,000	55,000 0.00%
01	510-8125	ELECTION EXPENSES	20,493	55,334	15,000	6,300	15,000 0.00%
01	510-8130	INSPECTION FEES	104,486	283,303	225,000	400,000	225,000 0.00%
01	510-8200	INSURANCE-LIABILITY	103,385	64,901	88,000	171,000	150,000 70.45%
01	510-8275	COMMUNITY RELATIONS	18,440	21,907	30,000	20,000	30,000 0.00%
01	510-8310	LEGAL EXPENSE	147,140	240,090	165,000	150,000	165,000 0.00%
01	510-8315	PROFESSIONAL FEES	-	-	-	-	50,000
01	510-8320	VEHICLE LEASES	-	-	-	-	9,000
01	510-8323	FUEL - VEHICLES & EQUIPMENT	-	-	-	-	3,000
01	510-8325	RENTALS/SERVICE AGREEMENTS	40,718	23,937	25,000	35,000	25,000 0.00%
01	510-8326	EMERGENCY SERVICES	200,581	175,290	181,000	182,939	206,000 13.81%
01	510-8400	OPERATION EXPENSES	5,195	8,727	6,000	12,000	6,000 0.00%
01	510-8405	PUBLICATIONS	-	2,974	2,500	4,500	2,500 0.00%
01	510-8425	ANNUAL DUES	24,410	22,261	37,000	30,000	35,000 -5.41%
10	510-8440	UTILITIES/GAS	22,347	40,034	65,000	15,000	50,000 -23.08%
01	510-8445	CITY HALL MAINTENANCE	27,820	85,049	45,000	65,000	45,000 0.00%
01	510-8455	COMMUNITY CENTER EXPENSE	59,750	95,768	45,000	35,000	45,000 0.00%
10	510-8460	CODIFICATION	3,668	4,375	1,000	2,000	2,000 100.00%
01	510-8465	RECORDS MANAGEMENT	3,908	4,271	2,000	5,500	33,918 1595.90%
01	510-8515	CONTRACT SERVICES	20,395	9,762	10,000	80,000	10,000 0.00%
01	510-8516	380 REIMBURSEMENTS	-	-	-	-	-
01	510-8517	AV SERVICES - TRANSPARENCY	-	-	-	-	3,065
01	510-8554	BUSINESS CHAMBER SUPPORT	-	-	-	-	-
01	510-8555	MISC EXPENSE	-	-	-	-	-
	TOTAL OPERATIONS		823,412	1,219,512	997,500	1,269,239	1,165,483 16.84%