

RESOLUTION NUMBER 1500-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), DICKINSON INDEPENDENT SCHOOL DISTRICT ("DISD"), and GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (WCID#1) FOR A JOINT ELECTION FOR THE MAY 7, 2016, GENERAL ELECTION; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 11.0581 of the Education Code, independent school districts are required to conduct their general election for trustees jointly with a city within the ISD boundaries; and

WHEREAS, the City of Dickinson, Dickinson Independent School District, and Galveston County Water Control and Improvement District No. 1 desire to enter into an agreement to conduct a joint election for the May 7, 2016, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Agreement and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Agreement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED, ADOPTED AND APPROVED on this the 9th day of February, 2016.



Julie Masters, Mayor
City of Dickinson, Texas

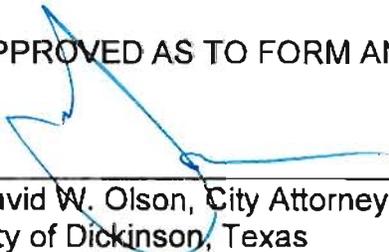
ATTEST:



Carolyn E. Anderson, City Secretary
City of Dickinson, Texas



APPROVED AS TO FORM AND CONTENT:



David W. Olson, City Attorney
City of Dickinson, Texas

**AGREEMENT FOR JOINT ELECTION
BETWEEN
DICKINSON INDEPENDENT SCHOOL DISTRICT, GALVESTON COUNTY WATER
CONTROL & IMPROVEMENT DISTRICT #1
AND
CITY OF DICKINSON**

FOR THE MAY 7, 2016 JOINT ELECTION

This contract is entered into between Dickinson Independent School District (hereinafter referred to as "DISD"), Galveston County Water Control & Improvement District #1 (WCID#1), and City of Dickinson (hereinafter referred to as "City") and hereinafter referred to jointly as "Entities" and separately as "Entity." The Entities have determined that it is in the public interest of the voters of the Entities that the following contract be made and entered into to secure a Joint Election Agreement for the General and Special Election to be conducted on May 7, 2016 (hereinafter referred to as "Agreement"). This Agreement is being entered into to comply with House Bill 1. Both parties do hereby agree as follows:

- I. The Entities shall share a polling place for Early Voting to be conducted from Monday, April 25th through Friday, April 29th, 2015, from 7 a.m. to 7 p.m., and also on Monday, Monday, May 2nd and Tuesday, May 3rd, 2015, from 7 a.m. to 7 p.m. The polls will be open on Election Day, Saturday, May 7, 2016, from 7 a.m. to 7 p.m. The location of the polling place for Early Voting will be:

Dickinson Community Center
2714 Hwy 3
Dickinson, Texas 77539

Election Day voting will be:

Dickinson City Hall Building
4403 Highway 3
Dickinson, TX 77539

- A. The City, DISD, and WCID#1 agree to contract with the County of Galveston Election Division for both the Early Voting and Election Day voting, using County election judges and County election clerks and County Election equipment and supplies.
- B. The City, DISD, and WCID#1 agree to share the costs proportionately for the County Election Division to conduct this Joint Election.

- C. Each Entity will individually review all materials submitted to it by Galveston County and respond to all requests for approval of information in a timely manner.
- D. Each Entity will be responsible for Department of Justice pre-clearance for approval of the voting location as required.
- E. Each entity will be responsible to appoint an Early Voting Clerk and for appointment of an Early Voting Ballot Board.

II. General Provisions

- A. This Agreement becomes effective upon its execution by all participating entities.
- B. In connection with the performance of this Agreement, neither the City, DISD, nor WCID#1 shall be liable to third parties for any default of the other Entity in connection with the holding of the joint election, including the failure of such Entity to pay any expenses hereunder.
- C. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.
- D. In case 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 as invalidity, illegality, or unenforceability, shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- E. No amendment, modification, or alteration of the items hereof shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties hereof.

Executed this the 1 day of FEBRUARY, 2016

Dickinson Independent School District



President, Board of Trustees
Dickinson Independent School District

Attest:
Latty Walter
Secretary, Board of Trustees
Dickinson Independent School District

Galveston County Water Control & Improvement District #1

Shamara M Barber
Board President
Galveston County Water Control & Improvement
District #1

Attest:
William J Jeffrey
Board Secretary
Galveston County Water District #1

Executed this the 10th day of February, 2016

City of Dickinson, Texas

Julie K. Peltor
Mayor
City of Dickinson, Texas

Attest:
Cassidy E Anderson
City Secretary
City of Dickinson, Texas

