

NOTICE OF ELECTION

THE STATE OF TEXAS	§
	§
COUNTIES OF NUECES,	§
ARANSAS, KLEBERG,	§
AND SAN PATRICIO	§
	§
CITY OF CORPUS CHRISTI	§

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TO THE RESIDENT, QUALIFIED VOTERS OF THE
CITY OF CORPUS CHRISTI, TEXAS

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TAKE NOTICE that an election will be held in the City of Corpus Christi, Texas, on November 8, 2022, FOR THE ELECTION OF MAYOR AND EIGHT COUNCIL MEMBERS, ALL in obedience to an ordinance entered by the City of Corpus Christi, Texas. on August 16, 2022, which ordinance reads substantially as follows:

Ordinance ordering a general election to be held on November 8, 2022, in the City of Corpus Christi for the election of Mayor and eight Council Members; providing for procedures for holding such election; providing for notice of election and publication thereof; providing for establishment of branch early voting polling places; designating polling place locations; authorizing a joint election with Nueces County, and a runoff election, if one is necessary, on December 13, 2022; authorizing execution of a Joint Election Agreement with Nueces County; and enacting provisions incident and relating to the subject and purpose of this ordinance.

WHEREAS, the City Charter provides for the holding of a regular City election for Mayor and Council Members in the City of Corpus Christi, on the November Uniform Election Date in even-numbered years as authorized by State law, the same being November 8, 2022; with a runoff election, if one is necessary; and

WHEREAS, it is provided in Section 3.004 of the Texas Election Code that the governing body shall order elections pertaining to municipal affairs, and other provisions of the Election Code provide for notice, appointment of election officers to hold the election; and other matters related to the holding of the election; and

WHEREAS, Nueces County will also be conducting an election on November 8, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. A regular City election (hereinafter the "Election") for a Mayor and eight Council Members shall be held in the City of Corpus Christi, Texas on Tuesday, November 8, 2022. A runoff election shall be held, if one is necessary, on December 13, 2022.

SECTION 2. At the Election, all the qualified voters of the City of Corpus Christi shall be permitted to vote.

SECTION 3. The names of candidates for the office of Mayor and the names of candidates for the office of the City Council members shall be placed on said ballot in manner and form prescribed by law.

SECTION 4. The Hart InterCivic Verity direct recording equipment (DRE) shall be employed at the Election in accordance with the Texas Election Code and the Election shall be held at the polling places in the regularly prescribed precincts of the City of Corpus Christi, as determined by the Nueces County Clerk (a list of which will be approved and attached hereto as **Attachment A**, and incorporated herein, when such polling places are determined by Nueces County). The Election shall be held in accordance with the Election Laws of the State of Texas. The polls shall be open from 7:00 a.m. to 7:00 p.m. on the date of the Election. Nueces County will ensure that its voting equipment complies with State law.

SECTION 5. The City Secretary, or her designee, in coordination with the Nueces County Clerk (the Election Official) or the designee thereof, as necessary or desirable, will identify and formally approve the appointment of the Presiding Judges, Alternative Presiding Judges, Election Clerks, and all other election officials, together with any necessary changes to election practices and procedures and can correct, modify, or change the Attachments to this Ordinance based upon the

final locations and times agreed upon by the Election Official and the City to the extent permitted by applicable law.

SECTION 6. The City Secretary shall conduct the Election as directed by ordinance of the City Council and by law in accordance with the joint election agreement to be entered into with Nueces County. The City Secretary is directed to provide such demographic data and information as required by law.

SECTION 7. Early voting in person at each of the temporary branch polling places shall be conducted as follows:

Such early voting in person may be conducted at the main early voting polling place located in the first-floor lobby of the Nueces County Courthouse, 901 Leopard, and at the temporary branch polling places as determined by the Nueces County Clerk (a list of which will be approved and attached hereto as **Attachment B**, and incorporated herein, when such temporary branch polling places are determined by Nueces County). Each branch polling place and the main early voting polling place shall serve all Election precincts.

SECTION 8. The City Secretary is directed to post and publish such election notices as are required by the election laws of the State of Texas. The City Secretary is further appointed as the authority and officer responsible for the conduct of said Election and is hereby authorized and directed to make all necessary arrangements for the holding of said Election in accordance with and subject to the laws of this State including but not limited to coordinating the election process, including use of tabulation equipment, supplies and printing of ballots, in accordance with the joint election agreement to be executed with Nueces County.

SECTION 9. The Election is expected to be conducted in accordance with an agreement between Nueces County and the City of Corpus Christi to hold a joint election on November 8, 2022 (which shall be approved and attached hereto as **Attachment C** and incorporated herein). The City Manager or designee is authorized to execute a Joint Election Agreement with Nueces County for the conduct of the election in accordance with this ordinance. The terms of the Agreement will be consistent with the terms of the 2020 Joint Election Agreement. The City Secretary is authorized to approve all lawful changes and additions to the procedures provided herein in order to implement such agreement, including but not limited to provisions for substations.

SECTION 10. By approving and signing this ordinance, the Mayor officially confirms and orders as the Mayor's actions all matters recited in this ordinance which by law come within the Mayor's jurisdiction.

SECTION 11. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance or the ballot herein shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect of its purpose.

That the foregoing ordinance was read for the first time and passed to its second reading on this the 9th day of August, 2022, by the following vote:

Paulette Guajardo	<u>Aye</u>	John Martinez	<u>Aye</u>
Roland Barrera	<u>Aye</u>	Ben Molina	<u>Aye</u>
Gil Hernandez	<u>Aye</u>	Mike Pusley	<u>Aye</u>
Michael Hunter	<u>Aye</u>	Greg Smith	<u>Absent</u>
Billy Lerma	<u>Aye</u>		

That the foregoing ordinance was read for the second time and passed finally on this the 10th day of August, 2022, by the following vote:

Paulette Guajardo	<u>Aye</u>	John Martinez	<u>Aye</u>
Roland Barrera	<u>Aye</u>	Ben Molina	<u>Aye</u>
Gil Hernandez	<u>Aye</u>	Mike Pusley	<u>Aye</u>
Michael Hunter	<u>Aye</u>	Greg Smith	<u>Aye</u>
Billy Lerma	<u>Aye</u>		

PASSED AND APPROVED on this the 10th day of August, 2022.

ATTEST:

Rebecca Huerta
Rebecca Huerta
City Secretary

Paulette Guajardo
Paulette Guajardo
Mayor

ATTACHMENT A

Election Day: Tuesday, November 8, 2022

Election Day Polling Locations open from 7:00am to 7:00pm

[TO BE INSERTED- POLLING PLACES IN THE REGULARLY- PRESCRIBED
PRECINCTS OF THE CITY OF CORPUS CHRISTI]

Preliminary, subject to change. If any locations are changed, this will be reflected on the Nueces County elections website (<https://www.nuecesco.com>). (Preliminar, sujeto a modificaciones. Si algún lugar de votación cambia, se verá reflejado en el sitio web de elecciones del Condado de Nueces (<https://www.nuecesco.com>).



Nueces County Election Day Vote Centers November 8, 2022, General Election

1. **ADKINS MIDDLE SCHOOL** 2402 Ennis Joslin Rd.
2. **BANQUETE ISD** 4339 4th St. (Banquete)
3. **BISHOP MULTIPURPOSE BUILDING** 115 S Ash Ave. (Bishop)
4. **BLANCHE MOORE ELEMENTARY** 6121 Durant Dr.
5. **CALLEN ISD ADMINISTRATION BUILDING** 4205 Wildcat Dr.
6. **CARROLL HIGH SCHOOL – OLD CAMPUS *** 5301 Weber Rd.
7. **CHURCH UNLIMITED – MAIN CAMPUS *** 7451 Bay Area Dr.
8. **CHURCH UNLIMITED – RODD FIELD CAMPUS *** 3402 Rodd Field Rd.
9. **CLUB ESTATES ELEMENTARY** 5222 Merganser Dr.
10. **CORPUS CHRISTI ARMY DEPOT (NAS)** 308 Crecy St.
11. **CORPUS CHRISTI ISD ADMINISTRATION BUILDING** 801 Leopard St.
12. **CORPUS CHRISTI FIRE STATION #7** 3722 S Staples St.
13. **CORPUS CHRISTI FIRE STATION #14 *** 5901 S. Staples St.
14. **CORPUS CHRISTI FIRE STATION #15 *** 14202 Commodores Dr.
15. **CUNNINGHAM MIDDLE SCHOOL** 2901 McArdle Rd.
16. **DAVID BERLANGA COMMUNITY CENTER** 1513 2nd St. (Aqua Dulce)
17. **DEAF & HARD OF HEARING CENTER** 5151 McArdle Rd.
18. **DEL MAR COLLEGE – ECONOMIC DEVELOPMENT *** 3209 S. Staples St.
19. **DEL MAR COLLEGE – HELDENFELS ADMIN. BUILDING** 101 Baldwin Blvd.
20. **DEL MAR COLLEGE – OSO CREEK CAMPUS *** 7402 Yorktown Blvd.
21. **DEL MAR COLLEGE – WEST CAMPUS** 4101 Old Brownsville Rd.
22. **DRISCOLL ISD** 315 W. Dragon St. (Driscoll)
23. **DRISCOLL MIDDLE SCHOOL** 3501 Kenwood Dr.
24. **ETHEL EYERLY SENIOR CENTER** 654 Graham Rd.
25. **FANNIN ELEMENTARY** 2730 Gollihar Rd.
26. **FLOUR BLUFF ISD TRANSPORTATION BUILDING** 2510 Waldron Rd.

27. GALVAN ELEMENTARY	3126 Masterson Dr.
28. GIBSON ELEMENTARY	5723 Hampshire Rd.
29. GLORIA HICKS ELEMENTARY	3602 McArdle Rd.
30. GRACE PRESBYTERIAN CHURCH	6301 Yorktown Blvd.
31. GRANT MIDDLE SCHOOL	4350 Aaron Dr.
32. GREENWOOD SENIOR CENTER	4040 Greenwood Dr.
33. HILLTOP COMMUNITY CENTER	11425 Leopard St.
34. ISLAND PRESBYTERIAN CHURCH	14030 Fortuna Bay Dr.
35. JOHN F. KENNEDY ELEMENTARY	1102 Villarreal Dr.
36. JOHNNY CALDERON BUILDING	710 E Main St. (Robstown)
37. KING HIGH SCHOOL	5225 Gollihar Rd.
38. LA RETAMA CENTRAL LIBRARY	805 Comanche St.
39. LOS ENCINOS ELEMENTARY	1826 Frio St.
40. LULAC WEST APARTMENTS	10702 IH 37
41. MENDER ELEMENTARY	2401 S. Alameda St.
42. MILLER HIGH SCHOOL	1 Battlin Buc Blvd.
43. MOODY HIGH SCHOOL	1818 Trojan Dr.
44. MONTCLAIR ELEMENTARY	5241 Kentner St.
45. NORTHWEST SENIOR CENTER (WEST GUTH PARK) *	9725 Up River Rd.
46. NUECES COUNTY ESD 4	5781 FM 666 (Robstown)
47. ORTIZ INTERMEDIATE SCHOOL	208 E. Ave H (Robstown)
48. OVEAL WILLIAMS SENIOR CENTER	1414 Martin Luther King Dr.
49. PARKWAY PRESBYTERIAN CHURCH	3707 Santa Fe St.
50. PEERLESS CLEANERS	2806 Santa Fe St.
51. PETRONILA ELEMENTARY	2391 CR 67 (Robstown)
52. PORT ARANSAS COMMUNITY CENTER	408 N. Alister St.
53. RIVER HILLS BAPTIST CHURCH	16318 FM 624 (Robstown)
54. SMITH ELEMENTARY	6902 Williams Dr.
55. TEXAS A&M UNIVERSITY – CORPUS CHRISTI	6300 Ocean Dr.
56. T.G. ALLEN ELEMENTARY	1414 18 th ST.

57. TOM BROWNE MIDDLE SCHOOL	4301 Schanen Blvd.
58. TULOSO-MIDWAY AG COMPLEX	10601 Haven Dr.
59. THE VALENCIA	6110 Ayers St.
60. VETERANS MEMORIAL HIGH SCHOOL	3750 Cimarron Blvd.
61. WEST OSO JUNIOR HIGH	5202 Bear Ln.
62. WINDSOR PARK MIDDLE SCHOOL	4525 S Alameda St.
63. WOODLAWN ELEMENTARY	1110 Woodlawn Dr.
64. ZAVALA SENIOR CENTER	510 Osage St.

****NEW LOCATION****

All Vote Centers are in Corpus Christi Unless Otherwise Noted

More Locations May Be Added

Prepared by Nueces County Elections Division

Kara Sands

Nueces County Clerk
901 Leopard Street
Corpus Christi, Texas 78401
(361) 888-0865

ATTACHMENT B

[TO BE INSERTED - MAIN, TEMPORARY AND PERMANENT
BRANCH POLLING PLACES, DATES AND TIMES]

Preliminary, subject to change. If any locations are changed, this will be reflected on the Nueces County elections website (<https://www.nuecesco.com>). (Preliminar, sujeto a modificaciones. Si algún lugar de votación cambia, se verá reflejado en el sitio web de elecciones del Condado de Nueces (<https://www.nuecesco.com>).



Nueces County

Early Voting Locations

November 8, 2022, General Election

NEW LOCATION ADDED*

<i>October 24th – 28th</i>	<i>8:00 a.m. – 5:00 p.m.</i>
<i>October 29th</i>	<i>7:00 a.m. – 7:00 p.m.</i>
<i>October 30th (Courthouse Only)</i>	<i>12:00 p.m. – 6:00 p.m.</i>
<i>October 31st – November 4th</i>	<i>7:00 a.m. – 7:00 p.m.</i>

- | | |
|---|-----------------------------|
| 1. ADKINS MIDDLE SCHOOL | 2402 ENNIS JOSLIN RD. |
| 2. BISHOP MULTIPURPOSE BUILDING | 115 S AHS AVE (BISHOP) |
| 3. CALLEN ISD ADMINISTRATION BUILDING | 4205 WILDCAT DR. |
| 4. CARROLL HIGH SCHOOL – OLD CAMPUS* | 5301 WEBER RD. |
| 5. CHURCH UNLIMITED – MAIN CAMPUS* | 7451 BAY AREA DR. |
| 6. CHURCH UNLIMITED – RODD FIELD CAMPUS* | 3402 RODD FIELD RD. |
| 7. CORPUS CHRISTI CITY HALL | 1201 LEOPARD ST. |
| 8. DEAF & HARD OF HEARING CENTER | 5151 MCARDLE RD. |
| 9. DEL MAR COLLEGE – HELDENFELS ADMIN. BUILDING | 101 BALDWIN BLVD. |
| 10. ETHEL EYERLY SENIOR CENTER | 654 GRAHAM RD. |
| 11. GRANT MIDDLE SCHOOL | 4350 AARON DR. |
| 12. GREENWOOD SENIOR CENTER | 4040 GREENWOOD DR. |
| 13. HILLTOP COMMUNITY CENTER | 11425 LEOPARD ST. |
| 14. ISLAND PRESBYTERIAN CHURCH | 14030 FORTUNA BAY DR. |
| 15. JOHNNY CALDERON BUILDING | 710 E. MAIN ST.(ROBSTOWN) |
| 16. NORTHWEST SENIOR CENTER (WEST GUTH PARK)* | 9725 UP RIVER RD. |
| 17. NUECES COUNTY COURTHOUSE | 901 LEOPARD ST. |
| 18. OVEAL WILLIAMS SENIOR CENTER* | 1414 MARTIN LUTHER KING DR. |
| 19. PORT ARANSAS COMMUNITY CENTER | 408 N ALISTER ST. |
| 20. TEXAS A&M UNIVERSITY – CORPUS CHRISTI | 6300 OCEAN DR. |
| 21. TULOSO-MIDWAY AG COMPLEX | 10601 HAVEN DR. |
| 22. THE VALENCIA | 6110 AYERS ST. |
| 23. VETERANS MEMORIAL HIGH SCHOOL | 3750 CIMARRON BLVD. |
| 24. WEST OSO JUNIOR HIGH | 5202 BEAR LANE |

NEW LOCATION

All Early Voting Locations are in Corpus Christi Unless Otherwise Noted
More locations may be added

Prepared by Nueces County Elections Division

Kara Sands

Nueces County Clerk
901 Leopard Street
Corpus Christi, Texas 78401
(361) 888-0865

ATTACHMENT C

[TO BE INSERTED-AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN THE CITY OF
CORPUS CHRISTI AND NUECES COUNTY FOR THE NOVEMBER 8, 2022, ELECTION AND
CONTRACT FOR ELECTION SERVICES]

AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF CORPUS CHRISTI AND
NUECES COUNTY FOR THE NOVEMBER 8, 2022 ELECTION

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Agreement to Conduct Joint Election (this "Contract") is entered into by and among City of Corpus Christi, a political subdivision of the State of Texas (the "CITY"), and Nueces County, a political subdivision of the State of Texas, (the "COUNTY"), each individually, a "Party" or, collectively, the "Parties," pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 8, 2022 ("Election Day"); and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the COUNTY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on November 8, 2022. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II
JOINT ELECTION

2.01 The Parties agree to conduct their respective November 8, 2022, elections jointly pursuant to Chapter 271 of the Texas Election Code. The parties agree that early voting and regular Election Day voting shall be conducted jointly. Specifically, the Parties agree to the use of common polling places for both early voting and Election Day. The Parties also agree that the election officers may be appointed to serve both elections. The Parties agree to use a single ballot where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE

III. TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of last execution until all items with respect to this Contract have been completed.

ARTICLE

IV

CONTRACT FOR ELECTION SERVICES

4.01 The City acknowledges that it has separately contracted for election services to be provided by Kara Sands, the Nueces County Election Officer, for the elections. The Nueces County Election Officer will serve as the Election Officer and the Early Voting Clerk for the joint election.

ARTICLE

V

EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

5.01 All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Election Officer, and each Party will be responsible for their pro rata portion.

ARTICLE VI

GENERAL PROVISIONS

5.1 This Contract 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 Nueces County, Texas.

5.2 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.3 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.4 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.5 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY:

Peter Zaroni
City Manager
1201 Leopard Street
Corpus Christi, TX 78401

COUNTY:

Barbara Canales
County Judge
901 Leopard Street
Corpus Christi, TX 78401

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

5.6 City Secretary Rebecca Huerta is hereby designated the primary representative of the CITY to coordinate with Kara Sands, the County Election Officer in the conduct of the joint election.

Executed to be effective the 16th day of August, 2022.

CITY OF CORPUS CHRISTI:

BY: [Signature]
Peter Zanoni, City Manager

Attest:

[Signature]
Rebecca Huerta
City Secretary *assistant for R.H.*

Ord. 032832 AUTHORIZED
BY COUNCIL 8-16-22
RH/SB
SECRETARY

Approved as to form:

By: [Signature]
Aimee Alcorn-Reed, Assistant City Attorney

Executed to be effective the 10th day of August, 2022.

NUECES COUNTY:

BY: [Signature]
Barbara Canales
County Judge

Attest:

[Signature]
Kara Sands
County Clerk



CONTRACT FOR ELECTION SERVICES

THE STATE OF TEXAS COUNTY OF NUECES

Pursuant to Texas Election Code Section 31.092 this Contract for Election Services is made by and between Nueces County hereinafter referred to as "the County", and Kara Sands, County Election Officer of Nueces County, Texas and the City of Corpus Christi, hereinafter referred to as "the City," located entirely or partially inside the boundaries of Nueces County. NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

GENERAL PROVISIONS

The City of Corpus Christi, enters into agreement with the County Election Officer of Nueces County to conduct its General Election on November 38, 2020~~2~~, held for the purpose of electing individuals to serve on the City of Corpus Christi's City Council. The County Election Officer agrees to conduct turnkey joint election services for City of Corpus Christi and other political subdivisions located entirely or partially inside the boundaries of Nueces County, for the purpose of voting on candidates elected to serve in the political subdivisions' governing bodies and/or certain propositions.

Nueces County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.X), which has been duly approved by the Texas Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The City hereby contracts to use the County's electronic voting system in tandem with the County's elections services, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

The City has agreed to hold a "JOINT ELECTION" with Nueces County on November 38, 2020~~2~~ in accordance with Texas Election Code Chapter 271.002.

The City agrees to appoint the County Election Officer to serve as the City's Election Officer as authorized in Chapter 271.005 of the Texas Election Code.

The City has agreed to hold "JOINT EARLY VOTING" with Nueces County and shall appoint the County Election Officer to serve as the joint early voting clerk in accordance with Chapter 271.006 of the Texas Election Code.

I. DUTIES AND SERVICES OF ELECTION OFFICER

As the City's Election Officer and Early Voting Clerk, the County Election Officer shall coordinate, supervise, and handle all aspects of administering the Joint Election and Early Voting as provided in this agreement in compliance with all applicable state and federal laws, unless specifically stated otherwise in this agreement.

The County Election Officer may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and performance of duties during early voting and on Election Day, and for the efficient tabulation of ballots at the Central Counting Station.

II. DUTIES AND RESPONSIBILITIES OF POLITICAL SUBDIVISION

The City shall be responsible for the preparation and publication of all required election orders, notices, and any other pertinent documents required by the Texas Election Code.

The City shall provide a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or propositions are to appear on the official ballot in both English and Spanish.

The City is responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio feature of the equipment. The City must provide approval by signature in person.

III. VOTING

The Hart InterCivic Verity direct recording equipment shall be employed at the joint election in accordance with the Texas Election Code and the Election shall be held at the polling places in the regularly prescribed precincts of the City of Corpus Christi as set forth on Attachment A. Early voting in person may take place at each of the temporary branch polling places set forth on Attachment B. Voting by personal appearance shall be conducted exclusively on Nueces County's electronic voting system. Nueces County will ensure that its voting equipment complies with State law.

The County Election Official will prepare the unofficial canvas reports that are necessary for compliance with Election Code Section 67.004 after all districts and precincts have been counted and will deliver a copy of these unofficial canvas reports to each political subdivision as soon as possible after all returns have been tabulated.

Each participating political subdivision shall be responsible for the official canvas of its respective election(s).

The County Election Official will prepare the electronic precinct-by-precinct results report for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The County Election Official agrees to upload these reports for each political subdivision unless requested otherwise.

IV. ELECTION EXPENSES AND ALLOCATION COSTS

The City agrees to share the costs of administering the Joint Election and Early Voting. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the number of registered voters within the County and participating Political Subdivisions. The County Election Official will submit a detailed bill to participating Political Subdivisions no later than 90 days after the Joint Election. No later than the 60th day before the Election, the County will provide an estimate of the City's share of the costs for the Election.

V. RUNOFF ELECTION

The City shall have the option of extending the terms of this agreement through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this agreement shall automatically extend unless the City notifies the County Election Officer in writing within three (3) business days of the original election. The parties agree that the Runoff Election, if necessary, will be held on December 15~~3~~, 2020~~2~~.

Each participating political subdivision shall reserve the right to reduce the number of early voting locations and/or election day voting locations in a runoff election.

VI. RECOUNTS

By approval and execution of this agreement, the presiding officer of the contracting political subdivision agrees that any recount shall take place at the Office of the County Clerk, and that the County Clerk shall serve as the Recount Supervisor.

VII. RECORDS OF THE ELECTION

The County Election Officer is hereby appointed General Custodian of the voted ballots and all records of the November 3~~8~~, 2020~~2~~ Joint Election as authorized by Section 271.02~~10~~ of the Texas Election Code. Records of the election shall be retained and disposed of in accordance

with the provisions of Texas Election Code Section 66.058.

VIII. MISCELLANEOUS PROVISIONS

It is understood that the County may hold a joint election with other political subdivisions and the County Election Officer may enter into contracts for elections services with other political subdivisions. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote.

This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Nueces County, Texas.

In the event that 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 invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The County Clerk shall file copies of this document with the Nueces County Judge and the Nueces County Auditor in accordance with Section 31.099 of the Texas Election Code.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on this 14th day of September, 2022, with the effective date being the date of execution by last signatory.

NUECES COUNTY

Kara Sands
Kara Sands
Nueces County Clerk

9/14/22
Date

CITY OF CORPUS CHRISTI

Peter Zanoni
Peter Zanoni
City Manager

9.19.22
Date