

AVISO DE ELECCIÓN

EL ESTADO DE TEXAS §
 §
CONDADOS DE NUECES, ARANSAS, §
KLEBERG Y SAN PATRICIO §
 §
CIUDAD DE CORPUS CHRISTI §

-----0-----

A LOS VOTANTES CALIFICADOS RESIDENTES DE LA CIUDAD DE CORPUS CHRISTI,
TEXAS

-----0-----

SE AVISA que se llevará a cabo una elección en la ciudad de Corpus Christi, Texas el 8 de noviembre de 2022, PARA LA ELECCION DE ALCALDE Y OCHO MIEMBROS DEL CONCILIO, TODOS apegados a una ordenanza presentada por la Ciudad de Corpus Christi, Texas en 16 de agosto de 2022, dicha ordenanza se lee sustancialmente de la manera siguiente:

Ordenanza que ordena la celebración de elecciones generales el 8 de noviembre de 2022 en la Ciudad de Corpus Christi para la elección de Alcalde y ocho Concejales; proporcionando procedimientos para llevar a cabo dicha elección; preveyendo con aviso de elección y su publicación; previniendo el establecimiento de sucursales de lugares de votación anticipada; designando lugares de votación; autorizando una elección conjunta con el condado de Nueces y una segunda vuelta, si es necesaria, el 13 de diciembre de 2022; autorizando la ejecución de un Acuerdo de Elección Conjunta con el Condado de Nueces; y promulgando disposiciones incidentes y relacionadas con el tema y propósito de esta ordenanza.

POR LO QUE, la Carta Constitutiva de la Ciudad prevé la celebración de elecciones regulares de la Ciudad para Alcalde y Concejales en la Ciudad de Corpus Christi, en la Fecha de Elección Uniforme de noviembre en años pares según lo autorice la ley estatal, siendo la misma el 8 de noviembre de 2022 ; con una elección de segunda vuelta, si es necesario; y

POR LO QUE, en la Sección 3.004 del Código Electoral de Texas se dispone que el órgano rector ordenará elecciones relativas a asuntos municipales, y otras disposiciones del Código Electoral prevén la notificación y el nombramiento de funcionarios electorales para celebrar la elección; y demás asuntos relacionados con la celebración de la elección; y

POR LO QUE, el condado de Nueces también llevará a cabo una elección el 8 de noviembre de 2022.

AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE CORPUS CHRISTI, TEXAS, ORDENA QUE:

SECCIÓN 1. El martes 8 de noviembre de 2022 se llevará a cabo en la ciudad de Corpus Christi, Texas, una elección ordinaria de la Ciudad (en lo sucesivo, la "Elección") para un Alcalde y ocho Concejales. Una elección de desempate se llevará a cabo el 13 de diciembre de 2022 si es necesario.

SECCIÓN 2. En la Elección, todos los votantes calificados de la Ciudad de Corpus Christi podrán votar.

SECCIÓN 3. Los nombres de los candidatos para el cargo de Alcalde y los nombres de los candidatos para el cargo de miembros del Concejo Municipal se colocarán en dicha boleta en la manera y forma prescrita por la ley.

SECCIÓN 4. El equipo de grabación directa (DRE) Hart InterCivic Verity se empleará en la Elección de acuerdo con el Código Electoral de Texas y la Elección se llevará a cabo en los lugares de votación en los recintos prescritos regularmente de la Ciudad de Corpus Christi, según se determine por el Secretario del Condado de Nueces (cuya lista se aprobará y adjuntará al presente como **Anexo A**, y se incorporará al presente, cuando dichos lugares de votación sean determinados por el Condado de Nueces). La Elección se llevará a cabo de acuerdo con las Leyes Electorales del Estado de Texas. Las urnas estarán abiertas de 7:00 a.m. a 7:00 p.m. en la fecha de la Elección. El condado de Nueces se asegurará de que su equipo de votación cumpla con la ley estatal.

SECCIÓN 5. La Secretaria de la Ciudad, o su designado, en coordinación con el Secretario del Condado de Nueces (el Funcionario Electoral) o su designado, según sea necesario o deseable, identificará y aprobará formalmente el nombramiento de los Jueces Presidentes, Jueces Presidentes Alternativos, Secretarios de elecciones y todos los demás funcionarios electorales, junto con cualquier cambio necesario en las prácticas y procedimientos electorales y pueden corregir, modificar o cambiar los Anexos de esta Ordenanza en función de las ubicaciones y horas finales acordadas por el Funcionario electoral y la Ciudad en la medida en que permitido por la ley aplicable.

SECCIÓN 6. El Secretario de la Ciudad llevará a cabo la Elección según lo indique la ordenanza del Concejo Municipal y la ley de acuerdo con el acuerdo de elección conjunta que se celebrará con el Condado de Nueces. Se ordena al Secretario de la Ciudad que proporcione la información y los datos demográficos requeridos por la ley.

SECCIÓN 7. La votación anticipada en persona en cada uno de los lugares de votación de la sucursal temporal se llevará a cabo de la siguiente manera:

Dicha votación anticipada en persona puede llevarse a cabo en el lugar principal de votación anticipada ubicado en el vestíbulo del primer piso del Palacio de Justicia del Condado de Nueces, 901 Leopard, y en los lugares de votación temporales según lo determine el Secretario del Condado de Nueces (una lista de los cuales serán aprobados y adjuntos al presente como **Anexo B**, e incorporados al presente, cuando el condado de Nueces determine dichos lugares de votación temporales). Cada lugar de votación y el lugar de votación principal de votación anticipada servirán a todos los recintos electorales.

SECCIÓN 8. Se ordena al Secretario de la Ciudad que fije y publique los avisos electorales que exigen las leyes electorales del Estado de Texas. Se designa además al Secretario de la Ciudad como la autoridad y funcionario responsable de la realización de dicha Elección y por el presente se le autoriza y se le ordena hacer todos los arreglos necesarios para la celebración de dicha Elección de acuerdo con y sujeto a las leyes de este Estado, incluidas, entre otras, a la coordinación del proceso electoral, incluyendo el uso de equipos de tabulación, suministros e impresión de boletas, de conformidad con el acuerdo de elección conjunta que se ejecutará con el condado de Nueces.

SECCIÓN 9. Se espera que la Elección se lleve a cabo en de conformidad con un acuerdo entre el Condado de Nueces y la Ciudad de Corpus Christi para celebrar una elección conjunta el 8 de noviembre de 2022 (que se aprobará y adjuntará al presente como **Anexo C** e incorporará al presente). El Administrador de la Ciudad o su designado está autorizado a ejecutar un Acuerdo de Elección Conjunta con el Condado de Nueces para llevar a cabo la elección de acuerdo con esta ordenanza. Los términos del Acuerdo serán consistentes con los términos del Acuerdo de Elección Conjunta de 2022. El Secretario de la Ciudad está autorizado a aprobar todos los cambios y adiciones legales a los procedimientos provistos en el presente para implementar dicho acuerdo, incluidas, entre otras, las disposiciones para las subestaciones.

SECCIÓN 10. Al aprobar y firmar esta ordenanza, el Alcalde confirma oficialmente y ordena como acciones del Alcalde todos los asuntos enumerados en esta ordenanza que por ley caen dentro de la jurisdicción del Alcalde.

SECCIÓN 11. Si por alguna razón cualquier sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de esta ordenanza o de la boleta aquí contenida se declara inválida o inconstitucional por sentencia definitiva de un tribunal de jurisdicción competente, ello no afectará ninguna otra sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de esta ordenanza, ya que es la intención definitiva de este Concejo Municipal que cada sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de la presente tenga plena vigencia y efecto de su finalidad.

Que la ordenanza anterior fue leída por primera vez y pasó a su segunda lectura el día _____ de _____ de 2022, por la siguiente votación:

Paulette Guajardo	_____	John Martínez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

Que la ordenanza anterior fue leída por segunda vez y aprobada finalmente el día _____ de _____ de 2022, por la siguiente votación:

Paulette Guajardo	_____	John Martínez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASADO Y APROBADO en este día _____ de _____ de 2022.

DANDO FE:

Rebeca Huerta
Secretaria de la Ciudad

Paulette Guajardo
Alcaldesa

ANEXO A

Día de elección: martes 8 de noviembre de 2022

Los lugares de votación el día de la elección abren de 7:00 a.m. a 7:00 p.m.

[PARA INSERTAR – LUGARES DE VOTACIÓN EN LOS REGULARMENTE
PRESCRITOS PRECINTOS DE LA CIUDAD DE 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. MENGER 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

ANEXO B

[PARA INSERTAR – SUCURSAL PRINCIPAL, TEMPORAL Y LUGARES DE VOTACIÓN
PERMANENTES FECHAS Y HORARIOS]

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

ANEXO C

[PARA INSERTAR – ACUERDO PARA LLEVAR A CABO UNA ELECCIÓN CONJUNTA ENTRE LA CUIDAD DE CORPUS CHRISTI Y EL CONDADO DE NUECES PARA LA ELECCIÓN DEL 8 DE NOVIEMBRE DE 2022 Y EL CONTRATO DE SERVICIOS DE ELECCIÓN]

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 Zanoni
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: 
Peter Zanoni, City Manager

Attest:


Rebecca Huerta
City Secretary *assistant for R.H.*

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

Approved as to form:


By: 
Aimee Alcorn-Reed, Assistant City Attorney

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

NUECES COUNTY:

BY: 
Barbara Canales
County Judge

Attest:


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 3~~8~~, 202~~0~~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 3~~8~~, 202~~0~~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, 20202, with the effective date being the date of execution by last signatory.

NUECES COUNTY



Kara Sands
Nueces County Clerk


Date

CITY OF CORPUS CHRISTI



Peter Zanoni
City Manager


Date