

NOTICE OF ELECTION

THE STATE OF TEXAS §

COUNTIES OF NUECES §
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 3, 2020, 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 11, 2020, which ordinance reads substantially as follows:

Ordinance Ordering a general election to be held on November 3, 2020, 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 15, 2020; 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 3, 2020; 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;

WHEREAS, Nueces County will also be conducting an election on November 3, 2020;

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 3, 2020. A runoff election shall be held, if one is necessary, on December 15, 2020.

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 set forth on **Attachment A** hereto incorporated by reference and made part of this ordinance. 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.

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 changes 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 set forth in **Attachment B**, incorporated by reference and made a part of this ordinance (said **Attachment B** to be approved and attached when the temporary branch polling places are determined by Nueces County) hereby established as follows. 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 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 3, 2020, (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 2018 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 28th day of July, 2020, by the following vote:

Joe McComb	<u>Aye</u>	Michael Hunter	<u>Aye</u>
Roland Barrera	<u>Aye</u>	Ben Molina	<u>Aye</u>
Rudy Garza	<u>Aye</u>	Everett Roy	<u>Aye</u>
Paulette M. Guajardo	<u>Aye</u>	Greg Smith	<u>Aye</u>
Gil Hernandez	<u>Aye</u>		

That the foregoing ordinance was read for the second time and passed finally on this the 11th day of August 2020, by the following vote:

Joe McComb	<u>Aye</u>	Michael Hunter	<u>Aye</u>
Roland Barrera	<u>Aye</u>	Ben Molina	<u>Aye</u>
Rudy Garza	<u>Aye</u>	Everett Roy	<u>Aye</u>
Paulette M. Guajardo	<u>Aye</u>	Greg Smith	<u>Aye</u>
Gil Hernandez	<u>Aye</u>		

PASSED AND APPROVED on this the 11th day of August, 2020.

ATTEST:
Rebecca Huerta
Rebecca Huerta
City Secretary

Joe McComb
Joe McComb
Mayor

ATTACHMENT A



NUECES COUNTY ELECTION DAY VOTE CENTER LOCATIONS

(Centros de Votación del Condado de Nueces)

TUESDAY, NOVEMBER 3RD 2020

Registered voters will be able to cast their Election Day
ballot at any of these Vote Centers from **7:00 A.M. – 7:00 P.M.**
*(Votantes registrados podrán emitir su voto en cualquier de los Centros de Votación
de las 7:00 A.M. – 7:00 P.M. el Martes, día 6 de noviembre)*



Curbside Voting will be available at all locations
(Votación en la acera estará disponible en todas las localidades)
Call 888-0303 (Llame al 888 0303)

ELECTION DAY – NOV 3RD

Adkins Middle School—2402 Ennis Joslin Rd (RmA123)
American Bank Center— 1901 N Shoreline Blvd (RmC101)
Antonio E. Garcia Arts & Education Center—
2021 Agnes St (Classroom)
Baker Middle School— 1540 Casa Grande (Lobby)
Banquete ISD—4339 4th St (Admin Bldg, BoardRm) BANQUETE
Ben F. McDonald Public Library—
4044 Greenwood Dr (Meeting Rm)
Bishop High School— 100 Badger Ln BISHOP
Bishop Multipurpose Building—115 S Ash Ave BISHOP
Blanche Moore Elementary— 6121 Durant Dr (Fine Arts Area)
Brooks AME Worship Center— 2101 N Port Ave
Calallen East Elementary— 3709 Lott Ave
Calallen Middle School— 4602 Cornett Rd
Club Estates Elementary—5222 Merganser Dr (Music Rm37)
Corpus Christi All Star Gym & Events Center—
3126 Holly Rd
Corpus Christi Army Depot (NAS)— 308 Crecy St (Bldg 8)
Corpus Christi Christian Fellowship—
6602 S Staples St (Fellowship Hall)
Corpus Christi ISD (Admin Building)—
801 Leopard St
Crockett Elementary— 2625 Belton St (Art/Music Rm)
Cunningham Middle School (South Park)—
2901 McArdle Rd (Front Entrance)

David Berlanga Community Center—
1513 2nd St AGUA DULCE
Deaf and Hard of Hearing Center—
5151 McArdle Rd (Lobby)
Del Mar College (Heldenfels Admin Building)—
101 Baldwin Blvd
Del Mar College West Campus—
4101 Old Brownsville Rd
Driscoll I.S.D. (Guadalupe Hernandez Complex)—
425 W Dragon St DRISCOLL
Driscoll Middle School— 3501 Kenwood Dr (Techdome Rm)
Ella Barnes Elementary— 2829 Oso Parkway (Rm122)
Ethel Eyerly Senior Center— 654 Graham Rd (Meeting Rm)
Fannin Elementary— 2730 Gollihar Rd (Cafeteria)
Flour Bluff ISD (Maintenance Building)—
2510 Waldron Rd (Transportation Lounge)
Galvan Elementary— 3126 Masterson Dr (Front Entrance)
Gibson Elementary— 5723 Hampshire Rd (Front, Rm26)
Gloria Hicks Elementary— 3602 McArdle Rd (Front Entrance)
Grace Presbyterian Church—
6301 Yorktown Blvd (Multipurpose Rm)
Grant Middle School— 4350 Aaron Dr (New Gymnasium)
Hamlin Middle School— 3900 Hamlin Dr (Front, Rm1)
Harold T. Branch Academy—
3902 Morgan Ave (Front, Rm114)

Hattie Martin (Robstown ISD)—

701 N 1st St (Cafeteria) ROBSTOWN

Hilltop Community Center—

11425 Leopard St (SW Wing, Back of the Bldg)

Island Presbyterian Church— 14030 Fortuna Bay Dr

John F. Kennedy Elementary— 1102 Villarreal Rd (Atrium)

Johnny Calderon Building—

710 E. Main Ave (Auditorium) ROBSTOWN

King High School— 5225 Gollihar Rd (1st Floor Locker Bank)

Kolda Elementary— 3730 Rodd Field Rd (Front Entrance)

Kostoryz Elementary— 3602 Panama Dr (Fine Arts Rm)

La Retama Central Library— 805 Comanche St (La Retama Rm)

Lindale Senior Center— 3135 Swantner St

London ISD High School— 1306 FM 43 (Library)

LULAC West Apartments— 10702 IH 37

Luther Jones Elementary— 7533 Lipas Blvd (Front Entrance)

Magee Elementary (Star Annex)—

4201 Calallen Dr (Bldg 3 RmC2/C3)

Menger Elementary— 2401 S. Alameda St (Portable Bldg138)

Metro E Elementary— 1707 Ayers St (Front Entrance)

Miller High School— 1 Battlin Buc Blvd

Mireles Elementary— 7658 Cimarron Blvd (Front Entrance)

Montclair Elementary— 5241 Kentner St (Art Rm)

Moody High School— 1818 Trojan Dr (Front Lobby)

New Life Church— 5801 McArdle Rd (Sunrise Mall)

Nueces County ESD #4—

5781 FM 666 (Meeting Rm) ROBSTOWN

Oak Park Recreation Center— 842 Erwin Ave (Social Hall)

Oveal Williams Senior Center—

1414 Martin Luther King Dr (Rm2)

Padre Island Baptist Church—14253 S Padre Island Dr (Foyer)

Parkway Presbyterian Church—

3707 Santa Fe St (Fellowship Hall)

Peerless Cleaners— 2806 Santa Fe St

Petronila Elementary— 2391 County Rd 67 ROBSTOWN

Port Aransas Community Center—

408 N Alister St PORT ARANSAS

Richard M. Borchard Regional Fairgrounds—

1213 Terry Shamsie Blvd ROBSTOWN

River Hills Baptist Church— 16318 FM 624 ROBSTOWN

Ronnie Polston County Building— 10110 Compton Rd

Schanen Elementary—

5717 Killarmet Dr (Left Side Entrance, Lobby)

Shaw Elementary— 2920 Soledad St (Front Entrance)

Smith Elementary— 6902 Williams Dr (Front Lobby, near Rm9)

Texas A&M University Corpus Christi

(O'Connor Building)— 6300 Ocean Dr (Rm135)

T.G. Allen Elementary—1414 18th St (17th St Entrance Rm106)

Tom Browne Middle School—

4301 Schanen Blvd (Main Classroom Bldg, Left Foyer)

Travis Elementary— 3210 Churchill Dr (Rm34/35)

Tuloso-Midway High School— 2653 McKinzie Rd (Foyer)

Tuloso-Midway Middle School— 9768 LaBranch St

The Valencia— 6110 Ayers St

Veterans Memorial High School—

3750 Cimarron Blvd (Auditorium)

West Oso Jr. High School— 5202 Bear Ln (Front Lobby)

Windsor Park Middle School —4525 S Alameda St (Cafeteria)

Woodlawn Elementary— 1110 Woodlawn Dr (Library)

Yeager Elementary— 5414 Tripoli Dr (Cafeteria/Stage)

Zavala Senior Center— 510 Osage St

**** Vote Centers Located in Corpus Christi unless otherwise stated. ****

(Centros de votación localizados en Corpus Christi a menos que se indique lo contrario)



**Kara Sands
Nueces County Clerk**

For more information please visit our website:
(Para más información visite nuestro sitio web)

www.nuecesco.com/county-services/county-clerk/elections-department

Elections Department: 361-888-0865





Nueces County 2020 General Election

(elección general)

EARLY VOTING LOCATIONS

(Locaciones Votación Anticipada)

October 13 -16 (octubre 13-26)
8:00 am - 5:00 pm

October 17 (Sat) (octubre 17)
7:00 am - 7:00 pm

October 19 - 23 (octubre 19 - 23)
8:00 am - 5:00 pm

October 24 (Sat) (octubre 24)
7:00 am - 7:00 pm

October 26 - 30 (octubre 26 - 30)
7:00 am - 7:00 pm

Main Early Voting Location

NUECES COUNTY COURTHOUSE

901 Leopard St.
Corpus Christi, TX 78401

Special Sunday Hours

at this location only
October 18th & 25th
12:00 pm - 5:00 pm

ADKINS MIDDLE SCHOOL

2402 Ennis Joslin Rd. Corpus Christi, TX 78414

AMERICAN BANK CENTER

(Room C101)
1901 N Shoreline Blvd. Corpus Christi, TX 78401

BANQUETE ISD

(Boardroom)
4339 Fourth St. Banquete, TX 78339

BEN F. McDONALD LIBRARY

4044 Greenwood Dr. Corpus Christi, TX 78416

BISHOP MULTIPURPOSE BUILDING

115 South Ash St. Bishop, TX 78343

CORPUS CHRISTI ARMY DEPOT—NAS

(Building 8, Hallway in front of Subway)
308 Crecy St. Corpus Christi, TX 78419

CORPUS CHRISTI CHRISTIAN FELLOWSHIP

(Fellowship Hall)
6602 S Staples St. Corpus Christi, TX 78413

DEAF AND HARD OF HEARING CENTER

(Lobby)
5151 McArdle Rd. Corpus Christi, TX 78411

DEL MAR COLLEGE

(Heldenfels Administration Building)
101 Baldwin Blvd. Corpus Christi, TX 78404

FLOUR BLUFF ISD

(Transportation/Maintenance Building)
2510 Waldron Rd. Corpus Christi, TX 78418

GRANT MIDDLE SCHOOL

(Gymnasium)
4350 Aaron Dr. Corpus Christi, TX 78413

HATTIE MARTIN—ROBSTOWN ISD

(Cafeteria)
701 N 1st St. Robstown, TX 78380

HILLTOP COMMUNITY CENTER

(South Wing #1, Back of Building)
11425 Leopard St. Corpus Christi, TX 78410

JOHNNY CALDERON BUILDING

(Auditorium)
710 E. Main St. Robstown, TX 78380

LONDON ISD MIDDLE/HIGH SCHOOL

(Library)
1306 FM 43 Corpus Christi, TX 78415

MAGEE ELEMENTARY - STAR ANNEX

(Building #3, Room C2 & C3)
4201 Calallen Dr. Corpus Christi, TX 78410

NEW LIFE CHURCH

(at Sunrise Mall)
5801 McArdle Rd. Corpus Christi, TX 78412

PADRE ISLAND BAPTIST CHURCH

14253 S. Padre Island Dr. Corpus Christi, TX 78418

PORT ARANSAS COMMUNITY CENTER

408 N Alister St. Port Aransas, TX 78373

TEXAS A&M UNIVERSITY

CORPUS CHRISTI
(O'Connor Building Room 135)
6300 Ocean Dr. Corpus Christi, TX 78412

TULOSO MIDWAY HIGH SCHOOL

(Foyer)
2653 McKinzie Rd. Corpus Christi, TX 78410

THE VALENCIA

6110 Ayers St. Corpus Christi, TX 78415

VETERANS MEMORIAL HIGH SCHOOL

(Auditorium)
3750 Cimarron Blvd. Corpus Christi, TX 78414

WEST OSO ISD

ADMINISTRATION AREA
(Room #35)
5050 Rockford Dr. Corpus Christi, TX 78416



Curbside voting will be available at all locations. Call (361) 888-0303
Votación en la acera estará disponible en todas locaciones. Llame (361) 888-0303



For more information on the
upcoming election visit:
(Para mas información visite
nuestra página web)

[www.nuecesco.com/county-services/
county-clerk/elections-department](http://www.nuecesco.com/county-services/county-clerk/elections-department)

Kara Sands

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



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AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF CORPUS CHRISTI AND
NUECES COUNTY FOR THE NOVEMBER 3, 2020 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 3, 2020 ("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 3, 2020. 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 3, 2020 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 Parties acknowledge that they have each separately contracted for election services to be provided by Nueces County Election Officer for the elections (Exhibit A). The Nueces County Election Officer will serve as the Election Officer and the Early Voting Clerk for each Party 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 oversee and coordinate with the COUNTY and the County Election Officer in the conduct of the joint election.

Executed to be effective the 3rd day of September, 2020.

CITY OF CORPUS CHRISTI:

BY: *[Signature]*
Peter Zanoni, City Manager

Attest:

Rebecca Huerta
Rebecca Huerta
City Secretary

Ord. 032176 AUTHORIZED
BY COUNCIL 8-11-2020
RH
SECRETARY *SB*

Approved as to form:

By: *Lisa Aguilar*
Lisa Aguilar, Assistant City Attorney

Executed to be effective the 5th day of August, 2020.

NUECES COUNTY:



BY: *[Signature]*
Barbara Canales
County Judge

Attest:

Kara Sands
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, 2020, 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, 2020 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. Early voting in person may take place at each of the temporary branch polling places. Voting by personal appearance shall be conducted exclusively on Nueces County's electronic voting system.

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.

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, 2020.

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, 2020 Joint Election as authorized by Section 271.020 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 3rd day of September, 2020, with the effective date being the date of execution by last signatory.

NUECES COUNTY

Kara Sands
Kara Sands
Nueces County Clerk

9-3-2020
Date

CITY OF CORPUS CHRISTI

Peter Zanoni
Peter Zanoni
City Manager

9-3-20
Date

ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

08-03-2020 AUTHORIZED
BY COUNCIL 8-11-2020
SECRETARY SR

Approved as to form: Aug. 25, 2020
Lisa Aguilar
Lisa Aguilar
Assistant City Attorney
For City Attorney

AVISO DE ELECCIÓN

EL ESTADO DE TEXAS §

CONDADOS DE NUECES §
Y SAN PATRICIO

CIUDAD DE CORPUS CHRISTI §

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

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SE AVISA que se llevará a cabo una elección en la ciudad de Corpus Christi, Texas el 3 de noviembre de 2020, PARA LA ELECCION DE ALCALDE Y OCHO MIEMBROS DEL CONCILIO, TODOS apegados a una ordenanza presentada por la Ciudad de Corpus Christi, Texas en 11 de agosto de 2020, dicha ordenanza se lee sustancialmente de la manera siguiente:

La ordenanza decreta a una elección general que se llevará a cabo el 3 de noviembre de 2020, en la Ciudad de Corpus Christi para la elección de Alcalde y Ocho Miembros del Concilio; estipula los trámites para llevar a cabo dicha elección; estipula el aviso de elección y difusión del mismo; estipula la creación de las sucursales de votación tempranera; designa los lugares de votación; autoriza una elección colectiva con el condado de Nueces, y una elección de desempate, en caso de ser necesaria, el 15 de diciembre de 2020; autoriza un contrato de elección conjunta con el Condado de Nueces; y promulga las provisiones incidentales y relacionadas con el asunto y propósito de esta ordenanza.

EN VISTA QUE, la Carta de la Ciudad estipula llevar a cabo una elección regular de la ciudad para Alcalde y Ocho Miembros del Concilio en la ciudad de Corpus Christi, para la Elección Uniforme de Noviembre en años de números pares como se autoriza por la ley estatal, la misma llevándose a cabo el 3 de noviembre de 2020; con una elección de desempate, si es necesario; y

EN VISTA QUE, se estipula en la sección 3.004 del Código de Elección de Texas el cuerpo gubernamental decretará a elecciones pertinentes en asuntos municipales, y otras provisiones del código de elecciones estipula hacer un aviso, nombramiento de oficiales de elección de llevar a cabo la elección; y otros asuntos relacionados en llevar a cabo la elección;

EN VISTA QUE, el condado de Nueces también llevará a cabo una elección el 3 de noviembre de 2020;

AHORA, POR LO TANTO, DECRETA EL CONCILIO DE LA CIUDAD DE CORPUS CHRISTI, TEXAS, QUE:

SECCIÓN 1. Una Elección Regular (la elección, de aquí en adelante) para alcalde y ocho miembros del concilio se llevará a cabo en la Ciudad de Corpus Christi, Texas el martes, 3 de noviembre de 2020. Se llevará a cabo una elección de desempate el 15 de diciembre de 2020, si es necesario.

SECCIÓN 2. En la elección, se les permitirá votar, a todos los votantes calificados de la Ciudad de Corpus Christi.

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

SECCIÓN 4. El equipo de grabación directa Hart InterCivic Verity se usará 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 precintos regularmente prescritos por la ciudad de Corpus Christi, como se documenta en el **Anexo A** adjunto e incorporado para referencia y parte de esta ordenanza. La elección se llevará a cabo de acuerdo con las Leyes Electorales de Texas. Los lugares de votación se abrirán de las 7:00 a.m. a las 7:00 p.m. el día de la elección.

SECCIÓN 5. La secretaria de la ciudad o sus designados, en coordinación con el secretario del condado (el oficial de la elección) o los designados de ahí, identificarán y aprobarán formalmente como sea necesario o deseable el nombramiento de los jueces que presidan, jueces alternos, secretarios electorales, y otros oficiales de la elección, junto con cualquier cambio necesario para la práctica y trámites y podrán corregir, o modificar, o cambiar los Anexos de esta Ordenanza basados en los lugares finales y tiempo acordado por el Oficial Electoral y la Ciudad hasta donde lo permita y se aplique la ley.

SECCIÓN 6. La secretaria de la ciudad llevará a cabo la elección de acuerdo con la ordenanza del concilio de la ciudad y apegada a la ley de acuerdo con el convenio colectivo de elección al que se acordará con el condado de Nueces. Se le ordena a la secretaria de la ciudad que facilite datos demográficos e información exigida por la ley.

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

La votación tempranera en persona se podrá llevar a cabo en el lugar principal para votar localizado en el lobby del primer piso en la Corte del Condado de Nueces, calle Leopard 901, y en los lugares temporarios de votación tempranera indicados en el **Anexo B**, adjunto como referencia y parte de esta ordenanza (dicho **Anexo B** será aprobado y anexado cuando los lugares temporarios de votación tempranera se designen por el condado de Nueces) establecido aquí de la manera siguiente. Cada lugar de votación incluyendo el lugar principal para votar servirán a todos los precintos electorales.

SECCIÓN 8. A la secretaria de la ciudad se le ordena que anuncie y publique dichos avisos de lecciones de acuerdo a las leyes electorales del estado de Texas. Además, se le nombra a la secretaria de la ciudad como autoridad y oficial responsable de efectuar dicha elección y se le autoriza y se le ordena por medio de la presente de hacer todos los trámites necesarios para efectuar dicha elección de acuerdo con y apegadas a las leyes de este estado incluyendo pero sin limitarse a la coordinación del proceso de elección, incluyendo el uso del equipo de tabulación, recursos e impresión de boletas, de acuerdo con el convenio de elección colectiva que efectuará con el condado de Nueces.

SECCIÓN 9. Se espera que la elección se lleve a cabo de acuerdo al convenio entre el condado de Nueces y la ciudad de Corpus Christi para efectuar una elección colectiva el 3 de noviembre de 2020, (que se aprobará y adjuntará a la misma como **Anexo C** e incorporada aquí mismo). 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 compatibles con los términos del Acuerdo de Elección Conjunta de 2018.

La secretaria de la ciudad queda autorizada para aprobar, apegándose a la ley, todos los cambios y aditamentos a los trámites facilitados aquí mismo para implementar tal convenio, incluyendo, pero sin limitarse a las provisiones para subestaciones.

SECCIÓN 10. Al aprobar y firmar esta ordenanza, el alcalde confirma y ordena oficialmente como función de alcalde todos los asuntos presentes en esta ordenanza que por ley encajan dentro de la jurisdicción del alcalde.

SECCIÓN 11. Si por cualquier razón alguna sección, párrafo, subdivisión, cláusula, frase, palabra, o provisión de esta ordenanza o la boleta incluida aquí se considerara inválida o inconstitucional por fallo final o por una corte de jurisdicción competente, no afectará a ninguna otra sección, párrafo, subdivisión, cláusula, frase, palabra, o provisión de esta ordenanza, debido a que la intención del concilio de la ciudad de cada sección, párrafo, subdivisión, cláusula, frase, palabra o provisión de este documento entre de lleno y en efecto de su propósito.

Que la ordenanza precedente se leyó por primera vez y se aprobó para su segunda lectura en este día _____ de _____, 2020 por el voto siguiente:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

Que la ordenanza precedente se leyó por segunda vez y se aprobó finalmente en este día _____ de _____, 2020 por el voto siguiente:

Joe McComb _____

Michael Hunter _____

Roland Barrera _____

Ben Molina _____

Rudy Garza _____

Everett Roy _____

Paulette M. Guajardo _____

Greg Smith _____

Gil Hernandez _____

ACEPTADA Y APROBADA, este día _____ de _____ de 2020.

CERTIFICADA:

Rebecca Huerta
Secretaria de la Ciudad

Joe McComb
Alcalde



NUECES COUNTY ELECTION DAY VOTE CENTER LOCATIONS

(Centros de Votación del Condado de Nueces)

TUESDAY, NOVEMBER 3RD 2020

Registered voters will be able to cast their Election Day ballot at any of these Vote Centers from 7:00 A.M. – 7:00 P.M.
(Votantes registrados podrán emitir su voto en cualquier de los Centros de Votación de las 7:00 A.M. – 7:00 P.M. el Martes, día 6 de noviembre)



Curbside Voting will be available at all locations
(Votación en la acera estará disponible en todas las localidades)
Call 888-0303 (Llame al 888 0303)

Adkins Middle School—2402 Ennis Joslin Rd (RmA123)

American Bank Center— 1901 N Shoreline Blvd (RmC101)

Antonio E. Garcia Arts & Education Center—

2021 Agnes St (Classroom)

Baker Middle School— 1540 Casa Grande (Lobby)

Banquete ISD—4339 4th St (Admin Bldg, BoardRm) BANQUETE

Ben F. McDonald Public Library—

4044 Greenwood Dr (Meeting Rm)

Bishop High School— 100 Badger Ln BISHOP

Bishop Multipurpose Building—115 S Ash Ave BISHOP

Blanche Moore Elementary— 6121 Durant Dr (Fine Arts Area)

Brooks AME Worship Center— 2101 N Port Ave

Calallen East Elementary— 3709 Lott Ave

Calallen Middle School— 4602 Cornett Rd

Club Estates Elementary—5222 Merganser Dr (Music Rm37)

Corpus Christi All Star Gym & Events Center—

3126 Holly Rd

Corpus Christi Army Depot (NAS)— 308 Crecy St (Bldg 8)

Corpus Christi Christian Fellowship—

6602 S Staples St (Fellowship Hall)

Corpus Christi ISD (Admin Building)—

801 Leopard St

Crockett Elementary— 2625 Belton St (Art/Music Rm)

Cunningham Middle School (South Park)—

2901 McArdle Rd (Front Entrance)

David Berlanga Community Center—

1513 2nd St AGUA DULCE

Deaf and Hard of Hearing Center—

5151 McArdle Rd (Lobby)

Del Mar College (Heldenfels Admin Building)—

101 Baldwin Blvd

Del Mar College West Campus—

4101 Old Brownsville Rd

Driscoll I.S.D. (Guadalupe Hernandez Complex)—

425 W Dragon St DRISCOLL

Driscoll Middle School— 3501 Kenwood Dr (Techdome Rm)

Ella Barnes Elementary— 2829 Oso Parkway (Rm122)

Ethel Eyerly Senior Center— 654 Graham Rd (Meeting Rm)

Fannin Elementary— 2730 Gollihar Rd (Cafeteria)

Flour Bluff ISD (Maintenance Building)—

2510 Waldron Rd (Transportation Lounge)

Galvan Elementary— 3126 Masterson Dr (Front Entrance)

Gibson Elementary— 5723 Hampshire Rd (Front, Rm26)

Gloria Hicks Elementary— 3602 McArdle Rd (Front Entrance)

Grace Presbyterian Church—

6301 Yorktown Blvd (Multipurpose Rm)

Grant Middle School— 4350 Aaron Dr (New Gymnasium)

Hamlin Middle School— 3900 Hamlin Dr (Front, Rm1)

Harold T. Branch Academy—

3902 Morgan Ave (Front, Rm114)

ELECTION DAY – NOV 3RD

Hattie Martin (Robstown ISD)—

701 N 1st St (Cafeteria) ROBSTOWN

Hilltop Community Center—

11425 Leopard St (SW Wing, Back of the Bldg)

Island Presbyterian Church— 14030 Fortuna Bay Dr

John F. Kennedy Elementary— 1102 Villarreal Rd (Atrium)

Johnny Calderon Building—

710 E. Main Ave (Auditorium) ROBSTOWN

King High School— 5225 Gollihar Rd (1st Floor Locker Bank)

Kolda Elementary— 3730 Rodd Field Rd (Front Entrance)

Kostoryz Elementary— 3602 Panama Dr (Fine Arts Rm)

La Retama Central Library— 805 Comanche St (La Retama Rm)

Lindale Senior Center— 3135 Swantner St

London ISD High School— 1306 FM 43 (Library)

LULAC West Apartments— 10702 IH 37

Luther Jones Elementary— 7533 Lipes Blvd (Front Entrance)

Magee Elementary (Star Annex)—

4201 Calallen Dr (Bldg 3 RmC2/C3)

Menger Elementary— 2401 S. Alameda St (Portable Bldg138)

Metro E Elementary— 1707 Ayers St (Front Entrance)

Miller High School— 1 Battlin Buc Blvd

Mireles Elementary— 7658 Cimarron Blvd (Front Entrance)

Montclair Elementary— 5241 Kentner St (Art Rm)

Moody High School— 1818 Trojan Dr (Front Lobby)

New Life Church— 5801 McArdle Rd (Sunrise Mall)

Nueces County ESD #4—

5781 FM 666 (Meeting Rm) ROBSTOWN

Oak Park Recreation Center— 842 Erwin Ave (Social Hall)

Oveal Williams Senior Center—

1414 Martin Luther King Dr (Rm2)

Padre Island Baptist Church—14253 S Padre Island Dr (Foyer)

Parkway Presbyterian Church—

3707 Santa Fe St (Fellowship Hall)

Peerless Cleaners— 2806 Santa Fe St

Petronila Elementary— 2391 County Rd 67 ROBSTOWN

Port Aransas Community Center—

408 N Alister St PORT ARANSAS

Richard M. Borchard Regional Fairgrounds—

1213 Terry Shamsie Blvd ROBSTOWN

River Hills Baptist Church— 16318 FM 624 ROBSTOWN

Ronnie Polston County Building— 10110 Compton Rd

Schanen Elementary—

5717 Killarmet Dr (Left Side Entrance, Lobby)

Shaw Elementary— 2920 Soledad St (Front Entrance)

Smith Elementary— 6902 Williams Dr (Front Lobby, near Rm9)

Texas A&M University Corpus Christi

(O'Connor Building)— 6300 Ocean Dr (Rm135)

T.G. Allen Elementary—1414 18th St (17th St Entrance Rm106)

Tom Browne Middle School—

4301 Schanen Blvd (Main Classroom Bldg, Left Foyer)

Travis Elementary— 3210 Churchill Dr (Rm34/35)

Tuloso-Midway High School— 2653 McKinzie Rd (Foyer)

Tuloso-Midway Middle School— 9768 LaBranch St

The Valencia— 6110 Ayers St

Veterans Memorial High School—

3750 Cimarron Blvd (Auditorium)

West Oso Jr. High School— 5202 Bear Ln (Front Lobby)

Windsor Park Middle School —4525 S Alameda St (Cafeteria)

Woodlawn Elementary— 1110 Woodlawn Dr (Library)

Yeager Elementary— 5414 Tripoli Dr (Cafeteria/Stage)

Zavala Senior Center— 510 Osage St

**** Vote Centers Located in Corpus Christi unless otherwise stated. ****

(Centros de votación localizados en Corpus Christi a menos que se indique lo contrario)



**Kara Sands
Nueces County Clerk**

For more information please visit our website:

(Para más información visite nuestro sitio web)

www.nuecesco.com/county-services/county-clerk/elections-department

Elections Department: 361-888-0865



Follow us on Twitter @Nuecesco_clerk



Like us on Facebook!

@Office of the Nueces County Clerk



Nueces County 2020 General Election

(elección general)

EARLY VOTING LOCATIONS

(Locaciones Votación Anticipada)

October 13 -16 (octubre 13-26)
8:00 am - 5:00 pm

October 17 (Sat) (octubre 17)
7:00 am - 7:00 pm

October 19 - 23 (octubre 19 - 23)
8:00 am - 5:00 pm

October 24 (Sat) (octubre 24)
7:00 am - 7:00 pm

October 26 - 30 (octubre 26 - 30)
7:00 am - 7:00 pm

Main Early Voting Location

NUECES COUNTY COURTHOUSE

901 Leopard St.
Corpus Christi, TX 78401

Special Sunday Hours

at this location only
October 18th & 25th
12:00 pm - 5:00 pm

ADKINS MIDDLE SCHOOL

2402 Ennis Joslin Rd. Corpus Christi, TX 78414

AMERICAN BANK CENTER

(Room C101)

1901 N Shoreline Blvd. Corpus Christi, TX 78401

BANQUETE ISD

(Boardroom)

4339 Fourth St. Banquete, TX 78339

BEN F. McDONALD LIBRARY

4044 Greenwood Dr. Corpus Christi, TX 78416

BISHOP MULTIPURPOSE BUILDING

115 South Ash St. Bishop, TX 78343

CORPUS CHRISTI ARMY DEPOT—NAS

(Building 8, Hallway in front of Subway)
308 Crecy St. Corpus Christi, TX 78419

CORPUS CHRISTI CHRISTIAN FELLOWSHIP

(Fellowship Hall)

6602 S Staples St. Corpus Christi, TX 78413

DEAF AND HARD OF HEARING CENTER

(Lobby)

5151 McArdle Rd. Corpus Christi, TX 78411

DEL MAR COLLEGE

(Heldenfels Administration Building)

101 Baldwin Blvd. Corpus Christi, TX 78404

FLOUR BLUFF ISD

(Transportation/Maintenance Building)

2510 Waldron Rd. Corpus Christi, TX 78418

GRANT MIDDLE SCHOOL

(Gymnasium)

4350 Aaron Dr. Corpus Christi, TX 78413

HATTIE MARTIN—ROBSTOWN ISD

(Cafeteria)

701 N 1st St. Robstown, TX 78380

HILLTOP COMMUNITY CENTER

(South Wing #1, Back of Building)

11425 Leopard St. Corpus Christi, TX 78410

JOHNNY CALDERON BUILDING

(Auditorium)

710 E. Main St. Robstown, TX 78380

LONDON ISD MIDDLE/HIGH SCHOOL

(Library)

1306 FM 43 Corpus Christi, TX 78415

MAGEE ELEMENTARY - STAR ANNEX

(Building #3, Room C2 & C3)

4201 Calallen Dr. Corpus Christi, TX 78410

NEW LIFE CHURCH

(at Sunrise Mall)

5801 McArdle Rd. Corpus Christi, TX 78412

PADRE ISLAND BAPTIST CHURCH

14253 S. Padre Island Dr. Corpus Christi, TX 78418

PORT ARANSAS COMMUNITY CENTER

408 N Alister St. Port Aransas, TX 78373

TEXAS A&M UNIVERSITY

CORPUS CHRISTI

(O'Connor Building Room 135)

6300 Ocean Dr. Corpus Christi, TX 78412

TULOSO MIDWAY HIGH SCHOOL

(Foyer)

2653 McKinzie Rd. Corpus Christi, TX 78410

THE VALENCIA

6110 Ayers St. Corpus Christi, TX 78415

VETERANS MEMORIAL HIGH SCHOOL

(Auditorium)

3750 Cimarron Blvd. Corpus Christi, TX 78414

WEST OSO ISD

ADMINISTRATION AREA

(ROOM #35)

5050 Rockford Dr. Corpus Christi, TX 78416



Curbside voting will be available at all locations. Call (361) 888-0303
Votación en la acera estará disponible en todas locaciones. Llame (361) 888-0303



For more information on the
upcoming election visit:
(Para mas información visite
nuestra página web)

[www.nuecesco.com/county-services/
county-clerk/elections-department](http://www.nuecesco.com/county-services/county-clerk/elections-department)

Kara Sands

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



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[@NuecesCo_Clerk](#)

ANEXO C

3.A.2.

AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN THE CITY OF CORPUS CHRISTI AND NUECES COUNTY FOR THE NOVEMBER 3, 2020 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 3, 2020 ("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 3, 2020. 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 3, 2020 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 Parties acknowledge that they have each separately contracted for election services to be provided by Nueces County Election Officer for the elections (Exhibit A). The Nueces County Election Officer will serve as the Election Officer and the Early Voting Clerk for each Party 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 oversee and coordinate with the COUNTY and the County Election Officer in the conduct of the joint election.

Executed to be effective the 3rd day of September, 2020.

CITY OF CORPUS CHRISTI:

BY: *Peter Zanoni*
Peter Zanoni, City Manager

Attest:

Rebecca Huerta
Rebecca Huerta
City Secretary

Ord. 032176 AUTHORIZED
BY COUNCIL 8-11-2020
RH
SECRETARY *SB*

Approved as to form:

By: *Lisa Aguilar*
Lisa Aguilar, Assistant City Attorney

Executed to be effective the 5th day of August, 2020.

NUECES COUNTY:



BY: *Barbara Canales*
Barbara Canales
County Judge

Attest:

Kara Sands
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, 2020, 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, 2020 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. Early voting in person may take place at each of the temporary branch polling places. Voting by personal appearance shall be conducted exclusively on Nueces County's electronic voting system.

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.

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, 2020.

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, 2020 Joint Election as authorized by Section 271.020 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 3rd day of September, 2020, with the effective date being the date of execution by last signatory.

NUECES COUNTY

Kara Sands
Kara Sands
Nueces County Clerk

9-3-2020
Date

CITY OF CORPUS CHRISTI

Peter Zanoni
Peter Zanoni
City Manager

9-3-20
Date

ATTEST: Rebecca Huerta
REBECCA HUERTA
CITY SECRETARY

08-03-2020 AUTHORIZED
BY COUNCIL 8-11-2020
SECRETARY RH

Approved as to form: Aug. 25, 2020
Lisa Aguilar
Lisa Aguilar
Assistant City Attorney
For City Attorney