

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 ___ day of _____, 2020.

CITY OF CORPUS CHRISTI:

BY: _____
Peter Zanoni, City Manager

Attest:

Rebecca Huerta
City Secretary

Approved as to form:

By: _____
Lisa Aguilar, Assistant City Attorney

Executed to be effective the ___ day of _____, 2020.

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, 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 _____ day of _____, 2020, 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