



**Ordinance ordering a general election to be held on November 5, 2024, 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 14, 2024; authorizing execution of a Joint Election Agreement and Election Services Contract 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 5, 2024; with a runoff election, if one is necessary; and

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

**WHEREAS**, Nueces County will also be conducting an election on November 5, 2024.

**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, District One Council Member, District Two Council Member, District Three Council Member, District Four Council Member, District Five Council Member, and three At-large Council Members shall be held in the City of Corpus Christi, Texas on Tuesday, November 5, 2024. A runoff election shall be held, if one is necessary, on December 14, 2024.

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

SECTION 5. The City Secretary, or her designee, in coordination with the Nueces County Clerk (the Election Official) or the designee thereof, as necessary or desirable, will identify and formally

approve the appointment of the Presiding Judges, Alternative Presiding Judges, Election Clerks, and all other election officials, together with any necessary changes to election practices and procedures and can correct, modify, or change the Attachments to this Ordinance based upon the final locations and times agreed upon by the Election Official and the City to the extent permitted by applicable law.

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

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

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

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

SECTION 9. The Election is expected to be conducted in accordance with an agreement between Nueces County and the City of Corpus Christi to hold a joint election on November 5, 2024 (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 2022 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. The City Manager or designee is authorized to execute a Contract for Election Services with Nueces County for conduct of the Election in accordance with this ordinance. The terms of the contract will be consistent with the terms of the 2022 Contract for Election Services.

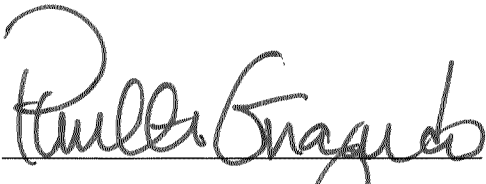
SECTION 11. By approving and signing this ordinance, the Mayor officially confirms and orders as the Mayor's actions all matters recited in this ordinance which by law come within the Mayor's jurisdiction.


SECTION 12. 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.

Introduced and voted on the 30<sup>th</sup> day of July, 2024.

PASSED and APPROVED on the 13<sup>th</sup> day of August, 2024.

  
Paulette Guajardo, Mayor

ATTEST:  
  
Rebecca Huerta, City Secretary

## ATTACHMENT A

### **ELECTION PRECINCTS AND ELECTION DAY POLLING LOCATIONS**

Election Day: Tuesday, November 5, 2024

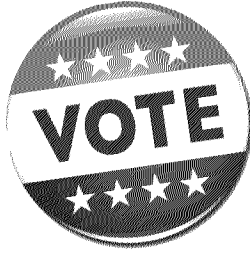
Election Day Polling Locations open from 7:00 a.m. to 7:00 p.m.

Nueces County participates in the Countywide Polling program under Section 43.007 as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the vote centers identified below. (Aransas County, Kleberg County, and San Patricio County also participate in Countywide Polling Place programs).

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

Preliminary, subject to change. If any locations are changed, this will be reflected on the Nueces County elections website <https://www.nuecesco.com/county-services/county-clerk/elections-department>.

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# NUECES COUNTY ELECTION DAY VOTE CENTERS

*(Centros de Votación del Condado de Nueces)*

**TUESDAY, NOVEMBER 5, 2024**

**Registered voters can cast their  
ballot at any Vote Center 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 5 de Noviembre)*

**Curbside Voting will be available at all locations. Call (361) 888-0303**

*(Votación en la acera estará disponible en todas las localidades) Llame (361) 888-0303*



**ELECTION DAY NOV. 5TH**

**Adkins Middle School** – 2402 Ennis Joslin Rd. (Room A123)  
**Annaville Baptist Church** – 4025 Violet Rd.  
**Banquete ISD** – 4339 Fourth St. (Boardroom) – *BANQUETE*  
**Bishop Multipurpose Building** – 115 S. Ash Ave. – *BISHOP*  
**Blanche Moore Elementary** – 6121 Durant Dr.  
 (Fine Arts Area)  
**Bonilla Plaza** – 2727 Morgan Ave. (Atrium)  
**Calallen ISD Administration Building** – 4205 Wildcat Dr.  
 (Boardroom)  
**Calk-Wilson Elementary** – 3925 Ft. Worth St.  
 (Front Vestibule Area)  
**Calvary Chapel of the Coastlands** – 3001 Rodd Field Rd.  
**Carroll High School – New Campus** – 3202 Saratoga Blvd.  
 (Teaching Theater Room D135)  
**Carroll High School – Old Campus** – 5301 Weber Dr.  
 (Front Lobby Entrance)  
**CCISD Admin. Building** – 801 Leopard St.  
**Club Estates Elementary** – 5222 Merganser Dr.  
 (Music Room 37)  
**Corpus Christi Army Depot (NAS)** – 308 Crecy St.  
 (Former Subway Hallway)  
**Corpus Christi City Hall** – 1201 Leopard St. (First Floor)  
**Cunningham Middle School** – 2901 McArdle Rd.  
 (Front Vestibule Area)  
**David Berlanga Community Center** – 1513 2nd St. –  
 (Head Start Room) – *AGUA DULCE*  
**Deaf & Hard of Hearing Center** – 5151 McArdle Rd.  
**Del Mar College – Center for Economic Development** –  
 3209 S. Staples St.  
**Del Mar College –Heldenfels Admin. Building** –  
 101 Baldwin Blvd.  
**Del Mar College – Oso Creek Campus** – 7402 Yorktown Blvd.  
 (Culinary Arts Building – Foyer)  
**Del Mar College – West Campus** – 4101 Old Brownsville Rd.  
**Driscoll ISD** – 425 W. Dragon St. (Guadalupe Hernandez  
 Complex - Meeting Room) – *DRISCOLL*  
**Driscoll Middle School** – 3501 Kenwood Dr.  
**Ellis Memorial Library** – 700 W. Ave. A – *PORT ARANSAS*  
**Ethel Eyerly Senior Center** – 654 Graham Rd.  
**Fannin Elementary** – 2730 Gollihar Rd. (Cafeteria Front Area)  
**Flour Bluff ISD–Janet F Harte Public Library** –2629 Waldron Rd.  
**Galvan Elementary** – 3126 Masterson Dr.  
**Garden Senior Center** – 5325 Greely Dr.  
**Gibson Elementary** – 5723 Hampshire Rd.  
 (Front Entrance Room 26)

**Gloria Hicks Elementary** – 3602 McArdle Rd. (Front Entrance  
 Vestibule Area)  
**Grace Presbyterian Church** – 6301 Yorktown Blvd.  
**Grant Middle School** – 4350 Aaron Dr. (New Gymnasium)  
**Greenwood Senior Center** – 4040 Greenwood Dr.  
**Hattie Martin Elementary** – 701 N. First St. - *ROBSTOWN*  
**Hilltop Community Center** – 11425 Leopard St. (SW #1)  
**Island Presbyterian Church (Annex)** – 14030 Fortuna Bay Dr.  
**John F. Kennedy Elementary** – 1102 Villarreal Rd.  
**Johnny Calderon Building** – 710 E. Main St. (Auditorium) –  
*ROBSTOWN*  
**King High School** – 5225 Gollihar Rd.  
**Kolda Elementary** – 3730 Rodd Field Rd.  
**Legacy Event Center** – 5633 S. Staples Ste. 800  
**London ISD (Boardroom)**– 1356 FM 43  
**Los Encinos Elementary** – 1921 Dorado St.  
 (Front Entrance Vestibule Area)  
**LULAC West Apartments** – 10702 IH 37  
**Luther Jones Elementary** – 7533 Lipes Blvd.  
 (Front Entrance Hallway)  
**Metro-E Elementary** – 1707 Ayers St.  
**Miller High School** – 1 Battlin Buc Blvd. (Metro Gymnasium  
 Facing Palm St.)  
**Moody High School** – 1818 Trojan Dr. (Front Lobby)  
**Northwest Senior Center (West Guth Park)** –  
 9725 Up River Rd.  
**Nueces County ESD #4** – 5781 FM 666 (Training Room)  
**Oveal Williams Senior Center** – 1414 Martin Luther King Dr.  
**Parkway Presbyterian Church** – 3707 Santa Fe  
**Petronila Elementary** – 2391 County Rd. 67 - *PETRONILA*  
**River Hills Baptist Church** – 16318 FM 624 – *ROBSTOWN*  
**Schanen Estates Elementary** – 5717 Killarmet Dr.  
 (Left side entrance – Lobby Area)  
**Second Baptist Church** – 6701 S. Staples St.  
**Smith Elementary** – 6902 Williams Dr.  
**TAMUCC** – 6300 Ocean Dr.  
**T.G. Allen Elementary** – 1414 18<sup>th</sup> St.  
**Tuloso-Midway ISD Ag Complex**– 10801 Haven Dr.  
**Veterans Memorial High School** – 3750 Cimarron  
 (Auditorium Entrance)  
**West Oso ISD** – 5350 Bear Lane (Board Room)  
**Windsor Park Elementary** – 4525 S. Alameda  
 (Front Vestibule Area)

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

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

Vote Centers were Approved by  
Nueces County Commissioners Court 8/7/2024  
Prepared by the Nueces County Elections Department



**Kara Sands**

**Nueces County Clerk**

Like us on Facebook!  
Follow us on X (formerly  
Twitter)!



For more information, please visit our we  
*(Para más información visite nuestro sitio*  
[www.nuecesco.com/elections](http://www.nuecesco.com/elections)

**ATTACHMENT B  
MAIN AND TEMPORARY BRANCH POLLING  
PLACES, DATES, AND TIMES**

**Early voting begins Monday, October 21, 2024 and ends on Friday, November 1, 2024**

Early Voting Clerk: Kara Sands, Nueces County Clerk  
Early Voting Clerk's Street Address: 901 Leopard Street  
Corpus Christi, TX 78401

Presiding Judge of Early Voting Ballot Board: TBA

**Locations, Dates, and Hours of Main Early Voting Polling Location**

Nueces County Courthouse  
901 Leopard Street  
Corpus Christi, TX 78401

<b>Dates</b>	<b>Times</b>
Monday, Oct. 21-Friday, Oct. 25, 2024	8:00 a.m. – 5:00 p.m.
Saturday, October 26, 2024	7:00 a.m. – 7:00 p.m.
Sunday, October 27, 2024	Noon – 6:00 p.m.
Monday, Oct. 28 – Friday, Nov. 1, 2024	7:00 a.m. – 7:00 p.m.

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Site.

*[The remainder of this page intentionally left blank]*

**Location, Dates, and Hours of Temporary Branch Polling Places**

[TO BE INSERTED – TEMPORARY BRANCH POLLING PLACES AND DAYS AND HOURS FOR VOTING]

**EARLY VOTING BY MAIL**

Applications for Ballot by Mail for the General Election must be received (not postmarked) no later than the close of business (5:00 p.m.) on Friday, October 25, 2024.

**Applications should be mailed to:**

Kara Sands, Nueces County Clerk  
Attn: Elections Department  
P.O. Box 2627  
Corpus Christi, TX 78403

**Applications may be emailed to:**

[votebymail@nuecesco.com](mailto:votebymail@nuecesco.com)

\*Note: if emailing an application, the original must also be mailed to the County Clerk

**Nueces County Clerk Website:**

<https://www.nuecesco.com/county-services/county-clerk/elections-department>

*[The remainder of this page intentionally left blank]*





# Nueces County 2024 General Election

*(elección general)*

## EARLY VOTING LOCATIONS

*(Locaciones Votación Anticipada)*

October 21-25 *(octubre 21-25)*  
8:00 a.m. - 5:00 p.m.

October 26 *(octubre 26)*  
7:00 a.m. - 7:00 p.m.

October 28 - November 1  
*(octubre 28 - noviembre 1)*  
7:00 a.m. - 7:00 p.m.

### MAIN EARLY VOTING LOCATION

#### NUECES COUNTY COURTHOUSE

901 Leopard Street  
Corpus Christi, Texas 78401

#### Special Sunday Hours

at this location only

**October 27th**

**12:00 p.m. - 6:00 p.m.**

#### ADKINS MIDDLE SCHOOL

*(Room A123)*

2402 Ennis Joslin Rd. Corpus Christi, TX 78414  
*(Closed October 27) (Cerado octubre 27)*

#### BISHOP MULTIPURPOSE BUILDING

115 S. Ash Ave. Bishop, TX 78343  
*(Closed October 27) (Cerado octubre 27)*

#### BONILLA PLAZA

*(Atrium)*

2727 Morgan Ave. Corpus Christi, TX 78405  
*(Closed October 27) (Cerado octubre 27)*

#### CALLEN ISD ADMIN BUILDING

*(Board Room)*

4205 Wildcat Dr. Corpus Christi, TX 78410  
*(Closed October 27) (Cerado octubre 27)*

#### CARROLL HIGH SCHOOL - NEW CAMPUS

*(Teaching Theater Room D135)*

3202 Saratoga Blvd. Corpus Christi, TX 78415  
*(Closed October 27) (Cerado octubre 27)*

#### CARROLL HIGH SCHOOL - OLD CAMPUS

*(Front Lobby Entrance)*

5301 Weber Rd. Corpus Christi, TX 78415  
*(Closed October 27) (Cerado octubre 27)*

#### DEAF & HARD OF HEARING CENTER

5151 McArdle Rd. Corpus Christi, TX 78411  
*(Closed October 27) (Cerado octubre 27)*

#### DEL MAR COLLEGE

*(Heldenfels Admin. Building—Foyer)*

101 Baldwin Blvd. Corpus Christi, TX 78404  
*(Closed October 27) (Cerado octubre 27)*

#### ELLIS MEMORIAL LIBRARY

*(Meeting Room)*

700 W Ave. A Port Aransas, TX 78373  
*(Closed October 27) (Cerado octubre 27)*

#### ETHEL EYERLY SENIOR CENTER

*(Activity Room)*

654 Graham Rd. Corpus Christi, TX 78418  
*(Closed October 27) (Cerado octubre 27)*

#### GRANT MIDDLE SCHOOL

*(New Gymnasium)*

4350 Aaron Dr. Corpus Christi, 78413  
*(Closed October 27) (Cerado octubre 27)*

#### GREENWOOD SENIOR CENTER

*(Arts & Crafts Room)*

4040 Greenwood Dr. Corpus Christi, TX 78416  
*(Closed October 27) (Cerado octubre 27)*

#### HILLTOP COMMUNITY CENTER

*(South Wing #1)*

11425 Leopard St. Corpus Christi, TX 78410  
*(Closed October 27) (Cerado octubre 27)*

#### ISLAND PRESBYTERIAN CHURCH

*(Annex)*

14030 Fortuna Bay Dr. Corpus Christi, TX 78418  
*(Closed October 27) (Cerado octubre 27)*

#### JOHNNY CALDERON BUILDING

*(Auditorium)*

710 E Main Ave. Robstown, TX 78380  
*(Closed October 27) (Cerado octubre 27)*

#### LONDON ISD

*(Boardroom)*

1356 FM 43 Corpus Christi, TX 78415  
*(Closed October 27) (Cerado octubre 27)*

#### PARKWAY PRESBYTERIAN CHURCH

*(Fellowship Hall)*

3707 Santa Fe St. Corpus Christi, TX 78411  
*(Closed October 27) (Cerado octubre 27)*

#### SECOND BAPTIST CHURCH

*(Room 102)*

6701 S. Staples St. Corpus Christi, TX 78413  
*(Closed October 27) (Cerado octubre 27)*

#### TEXAS A&M - CORPUS CHRISTI

*(Carlos Truan Natural Resource Center Room 1003)*

6300 Ocean Dr. Corpus Christi, TX 78412  
*(Closed October 27) (Cerado octubre 27)*

#### TULOSO-MIDWAY ISD AG COMPLEX

*(Classroom)*

10801 Haven Dr. Corpus Christi, TX 78410  
*(Closed October 27) (Cerado octubre 27)*

#### VETERANS MEMORIAL HIGH SCHOOL

*(Auditorium)*

3750 Cimarron Blvd. Corpus Christi, TX 78414  
*(Closed October 27) (Cerado octubre 27)*

#### WEST OSO ISD

5350 Bear Lane. Corpus Christi, TX 78405  
*(Closed October 27) (Cerado octubre 27)*



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)

<http://www.nuecesco.com/elections>

## Kara Sands

Nueces County Clerk  
901 Leopard Street  
Corpus Christi, Texas 78401  
(361) 888-0580



Like us on Facebook!  
Office of the Nueces County Clerk  
Follow us on X (formerly Twitter)!



**Attachment C**  
**Joint Election Agreement**

[TO BE INSERTED]

*[The remainder of this page intentionally left blank]*

AGREEMENT TO CONDUCT JOINT ELECTION  
BETWEEN THE CITY OF CORPUS CHRISTI AND NUECES COUNTY  
FOR THE NOVEMBER 5, 2024 ELECTION

THE STATE OF TEXAS           §  
  §  
COUNTY OF NUECES           §

This Agreement to Conduct Joint Election (this "Contract") is entered into by and among the 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 5, 2024 ("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 5, 2024. 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 5, 2024, 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. The Parties agree to the use of common polling places for both early voting and Election Day, specifically the polling locations established by the Nueces County Commissioners Court. The Parties agree to use the Election Judges and Clerks appointed in accordance with Sections 32.002, 32.034, 85.009, 87.002 and 127.005 of the Texas Election Code. The Parties agree that Kara Sands, Nueces County Election Officer shall serve as the Election Officer and Early Voting Clerk for the election held jointly. 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 they have contracted for election services to be provided by Kara Sands, Nueces County Election Officer for the elections. 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 worker training, 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 the 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 St.  
Corpus Christi, TX 78401

COUNTY:

Connie Scott  
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 Rebecca Huerta is hereby designated the primary representative of the CITY to coordinate with the County Election Officer in the conduct of the joint election.

*Remainder of page intentionally left blank; signature page to follow.*

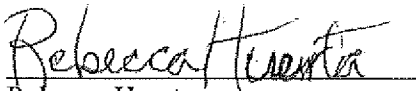
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the dates identified below, with the effective date being the date of execution by last signatory.

**CITY OF CORPUS CHRISTI:**

BY:   
Peter Zanoni,  
City Manager

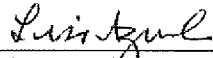
8.19.24  
Date

Attest:

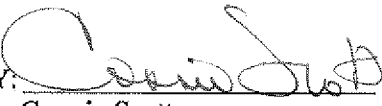
  
Rebecca Huerta  
City Secretary

Ord. 033425 AUTHORIZED  
BY COUNCIL 8-13-24  
RH/SB  
SECRETARY

Approved as to form:

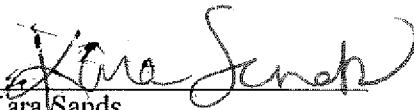
  
Lisa Aguilar,  
Assistant City Attorney  
For City Attorney

**NUECES COUNTY:**

BY:   
Connie Scott  
County Judge

8.21.24  
Date

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 Clerk Kara Sands, County Election Officer of Nueces County, Texas, hereinafter referred to as "Election Officer" 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, enters into agreement with the Election Officer to conduct its General Election on November 5, 2024, held for the purpose of the election of candidates and/or measures. The Election Officer agrees to conduct turnkey election services for the City, for the purpose of voting on the election of candidates and/or measures.

Nueces County owns an electronic voting system, the Hart InterCivic Verity DuoVoting System (Version 2.5), 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 other expenses connected with administering the election in accordance with the applicable provisions of Chapter 31 of the Texas Election Code.

The City agrees to appoint the County Election Officer to serve as the City's Election Officer and the Early Voting Clerk as authorized by Chapter 31 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 Election and Early Voting as provided in this agreement and Chapter 31 of the Texas Election Code 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 measures showing the order and the exact manner in which the candidates and/or measures are to appear on the official ballot in both English and Spanish.

The City **shall** complete the ballot order form provided and submit it to the Elections Department by **Friday, August 23, 2024, at 5:00 p.m.** Failure to meet the deadline may result in the City not joining Nueces County for the General Election.

The City understands they are responsible for providing, proofing and attesting to the accuracy of all ballot language and format information programmed by the County and/or vendor. 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 Duo equipment shall be employed at the election in accordance with the Texas Election Code. The number and location of vote centers for early voting and election day shall be determined by the County Election Officer from the list of established Nueces County vote centers established by vote of the Nueces County Commissioners Court. Voting by personal appearance shall be conducted exclusively on Hart InterCivic Verity Duo voting system.

The County Election Officer will prepare the unofficial canvass 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 canvass of its respective election(s).

The County Election Officer 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 Officer agrees to upload these reports for each political subdivision unless requested otherwise.

### **IV. ELECTION EXPENSES AND ALLOCATION COSTS**

The City agrees to fully reimburse the County for all expenses incurred in the performance of this agreement plus a ten percent (10%) administrative fee. In the event that a joint election is held, each party will pay the costs associated with the entity's portion of the cost of administering the election. The County Election Officer will submit a detailed bill to participating Political Subdivision no later than 120 days after 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.

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 5, 2024, Election as authorized by 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 enter into contracts for elections services with other political subdivisions. In the event that a joint election is held, each party will pay the costs associated with the entity's portion of the cost of administering the election.

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.

*Remainder of page intentionally left blank; signature page to follow.*

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the dates identified below, with the effective date being the date of execution by last signatory.

**NUECES COUNTY**

*Kara Sands*  
Kara Sands  
Nueces County Clerk

8-20-24  
Date

**CITY OF CORPUS CHRISTI**

*Peter Zanoni*  
Peter Zanoni  
City Manager

8.19.24  
Date

Approved as to form:

*Lisa Aguilar*  
Lisa Aguilar,  
Assistant City Attorney  
for City Attorney

ATTEST: *Rebecca Huerta*  
REBECCA HUERTA  
CITY SECRETARY

Ord. 033425 AUTHORIZED  
BY COUNCIL 8-13-24  
*RHSB*  
SECRETARY