

ORDENANZA 033425

Ordenanza que ordena la celebración de elecciones generales el 5 de noviembre de 2024 en la ciudad de Corpus Christi para la elección del alcalde y ocho miembros del consejo; que establece los procedimientos para la celebración de dichas elecciones; que establece la notificación de las elecciones y su publicación; que provee el establecimiento de lugares de votación anticipada en las sucursales; que designa los lugares de votación; que autoriza una elección conjunta con el condado de Nueces y una segunda vuelta, si es necesaria, el 14 de diciembre de 2024; que autoriza la ejecución de un acuerdo de elección conjunta y un contrato de servicios electorales con el condado de Nueces; y que promulga disposiciones incidentales y relacionadas con el objeto y el propósito de esta ordenanza.

POR LO QUE, la Carta de la Ciudad establece la celebración de una elección regular de la ciudad para alcalde y miembros del consejo en la ciudad de Corpus Christi, en la fecha de elección uniforme de noviembre en los años pares según lo autorizado por la ley estatal, que es el 5 de noviembre de 2024; con una segunda vuelta, si es necesaria; y

POR LO QUE, en la Sección 3.004 del Código Electoral de Texas se establece que el órgano rector ordenará las elecciones relacionadas con los asuntos municipales, y otras disposiciones del Código Electoral establecen la notificación, el nombramiento de los funcionarios electorales para celebrar las elecciones y otros asuntos relacionados con la celebración de las elecciones; y

POR LO QUE, el condado de Nueces también llevará a cabo una elección el 5 de noviembre de 2024.

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

SECCIÓN 1. El martes 5 de noviembre de 2024 se celebrará en la Ciudad de Corpus Christi, Texas, una elección municipal regular (en adelante, la "Elección") para un Alcalde, un Concejal del Distrito Uno, un Concejal del Distrito Dos, un Concejal del Distrito Tres, un Concejal del Distrito Cuatro, un Concejal del Distrito Cinco y tres Concejales Generales. Se celebrará una segunda vuelta, si es necesaria, el 14 de diciembre de 2024.

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

SECCIÓN 3. Los nombres de los candidatos al cargo de Alcalde y los nombres de los candidatos al cargo de Concejal Municipal se colocarán en dicha papeleta de la manera y forma prescritas por la ley.

SECCIÓN 4. El condado de Nueces seleccionará el equipo de votación que se utilizará en la elección de conformidad con el Código Electoral de Texas. La elección se llevará a cabo en los lugares de votación en los distritos electorales regularmente prescritos de la ciudad de Corpus Christi, según lo determine el secretario del condado de Nueces (una lista de los cuales se aprobará y se adjuntará al presente como Anexo A, y se incorporará al presente, cuando el condado de Nueces determine dichos lugares de votación). La elección se llevará a cabo de conformidad con las leyes electorales del estado de Texas. Las urnas estarán abiertas de 7:00 a.m. a 7:00 p.m. en la

fecha de la elección. El condado de Nueces se asegurará de que su equipo de votación cumpla con la ley estatal.

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

SECCIÓN 6. La Secretaria de la Ciudad llevará a cabo la Elección según lo indique la ordenanza del Concejo Municipal y la ley de conformidad con el acuerdo de elección conjunta que se celebrará con el Condado de Nueces. La Secretaria de la Ciudad tiene instrucciones de proporcionar los datos e información demográficos que exija la ley.

SECCIÓN 7. La votación anticipada en persona en cada uno de los lugares de votación provisionales se realizará de la siguiente manera:

La votación anticipada en persona se podrá realizar en el lugar de votación anticipada principal ubicado en el vestíbulo del primer piso del Palacio de Justicia del condado de Nueces, 901 Leopard, y en los lugares de votación provisionales determinados por el Secretario del condado de Nueces (una lista de los cuales se aprobará y se adjuntará al presente como Anexo B, y se incorporará al presente, cuando el condado de Nueces determine dichos lugares de votación provisionales). Cada lugar de votación provisional y el lugar de votación anticipada principal servirán a todos los distritos electorales.

SECCIÓN 8. Se ordena al Secretario de la Ciudad que publique los avisos electorales que exijan las leyes electorales del estado de Texas. El Secretario de la Ciudad es designado además como la autoridad y funcionario responsable de la realización de dicha Elección y por la presente se le autoriza y ordena a hacer todos los arreglos necesarios para la celebración de dicha Elección de conformidad con y sujeto a las leyes de este Estado, incluyendo, entre otros, la coordinación del proceso electoral, incluido el uso de equipo de tabulación, suministros e impresión de boletas, de conformidad con el acuerdo de elección conjunta que se firmará con el Condado de Nueces.

SECCIÓN 9. Se espera que la Elección se lleve a cabo de conformidad con un acuerdo entre el Condado de Nueces y la Ciudad de Corpus Christi para celebrar una elección conjunta el 5 de noviembre de 2024 (que se aprobará y adjuntará al presente como Anexo C e incorporará al presente). El Administrador de la Ciudad o su designado está autorizado a firmar un Acuerdo de Elección Conjunta con el Condado de Nueces para la realización de la elección de conformidad con esta ordenanza. Los términos del Acuerdo serán consistentes con los términos del Acuerdo de Elección Conjunta de 2022. El Secretario de la Ciudad está autorizado a aprobar todos los cambios y adiciones legales a los procedimientos aquí previstos para implementar dicho acuerdo, incluidas, entre otras, las disposiciones para subestaciones.

SECCIÓN 10. El administrador de la ciudad o su designado está autorizado a ejecutar un contrato de servicios electorales con el condado de Nueces para la realización de las elecciones de conformidad con esta ordenanza. Los términos del contrato serán coherentes con los términos del contrato de servicios electorales de 2022.

SECCIÓN 11. Al aprobar y firmar esta ordenanza, el alcalde confirma y ordena oficialmente como acciones del alcalde todos los asuntos enumerados en esta ordenanza que, por ley, son de su jurisdicción.

SECCIÓN 12. Si por alguna razón alguna sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de esta ordenanza o de la boleta electoral incluida en la misma se considera inválida o inconstitucional por sentencia definitiva de un tribunal de jurisdicción competente, esto no afectará a ninguna otra sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de esta ordenanza, ya que es la intención definitiva de este Concejo Municipal que cada sección, párrafo, subdivisión, cláusula, frase, palabra o disposición de la presente tenga plena vigencia y efecto para su propósito.

Presentada y votada el día 13 de agosto de 2024.

APROBADA y PASADA el día 13 de agosto de 2024.

ATTEST:

Paulette Guajardo, Alcaldesa

Rebecca Huerta, Secretaria de la Ciudad

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 30th day of July, 2024.

PASSED and APPROVED on the 13th day of August, 2024.

Paulette Guajardo
Paulette Guajardo, Mayor

ATTEST:
Rebecca Huerta
Rebecca Huerta, City Secretary

ANEXO A

UBICACION DE PRECINTOS PARA LA ELECCION Y CASILLAS PARA EL DIA DE LA ELECCION

Día de las elecciones: martes 5 de noviembre de 2024

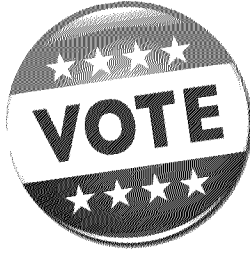
Los lugares de votación el día de las elecciones abren de 7:00 a.m. a 7:00 p.m.

El condado de Nueces participa en el programa de votación en todo el condado según la Sección 43.007, enmendada, del Código Electoral de Texas. Los votantes registrados podrán depositar sus boletas el día de las elecciones en cualquiera de los centros de votación identificados a continuación. (El condado de Aransas, el condado de Kleberg y el condado de San Patricio también participan en los programas de lugares de votación en todo el condado).

[POR INSERTARSE: LUGARES DE VOTACIÓN EN LOS RECINTOS REGULARMENTE PRESCRITOS DE LA CIUDAD DE CORPUS CHRISTI]

Preliminar, sujeto a cambios. Si se modifica alguna ubicación, esto se reflejará en el sitio web de elecciones del condado de Nueces <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 18th 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

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Follow us on X (formerly
Twitter)!



For more information, please visit our we
(Para más información visite nuestro sitio
www.nuecesco.com/elections

ANEXO B
LUGARES DE VOTACIÓN PRINCIPAL Y TEMPORAL
FECHAS Y HORARIOS

La votación anticipada comienza el lunes 21 de octubre de 2024 y finaliza el viernes 1 de noviembre de 2024

Secretaria de votación anticipada: Kara Sands, secretaria del condado de Nueces
Dirección de la secretaria de votación anticipada: 901 Leopard Street
Corpus Christi, TX 78401

Número de teléfono de la secretaria de votación anticipada: 361-888-0385

Juez presidente de la junta de votación anticipada: Por determinar

Ubicaciones, fechas y horarios de la principal ubicación de votación anticipada

Nueces County Courthouse
901 Leopard Street
Corpus Christi, TX 78401

| Fechas | Horario |
|--|-----------------------|
| Lunes 21 de Oct. – Viernes 25 de Oct. 2024 | 8:00 a.m. – 5:00 p.m. |
| Sábado 26 de Octubre, 2024 | 7:00 a.m. – 7:00 p.m. |
| Domingo 27 de Octubre, 2024 | Mediodía – 6:00 p.m. |
| Lunes 28 de Oct. – Viernes 1 de Nov. 2024 | 7:00 a.m. – 7:00 p.m. |

Cualquier votante que tenga derecho a votar por adelantado en persona puede hacerlo en el sitio principal de votación anticipada.

Preliminar, sujeto a cambios. Si se cambia alguna ubicación, esto se reflejará en el sitio web de elecciones del condado de Nueces <https://www.nuecesco.com/county-services/county-clerk/elections-department>.

[El resto de esta página se dejó en blanco intencionalmente]

Ubicación, fechas y horarios de los lugares de votación provisionales

[POR INSERTAR – LUGARES DE VOTACIÓN PROVISIONALES Y DÍAS Y HORARIOS PARA VOTAR]

VOTACIÓN ANTICIPADA POR CORREO

Las solicitudes para votar por correo para las elecciones generales deben recibirse (sin matasellos) a más tardar al cierre de operaciones (5:00 p. m.) del viernes 25 de octubre de 2024.

Las solicitudes deben enviarse por correo a:

Kara Sands, Secretaria del condado de Nueces
A la atención de: Departamento de Elecciones
P.O. Box 2627
Corpus Christi, TX 78403

Las solicitudes pueden enviarse por correo electrónico a:

votebymail@nuecesco.com

*Nota: si envía una solicitud por correo electrónico, el original también debe enviarse por correo al secretario del condado

Sitio web del secretario del condado de Nueces:

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

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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



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



Anexo C

Acuerdo de elección conjunta

[PARA INSERTAR]

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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.

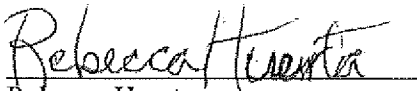
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the dates identified below, with the effective date being the date of execution by last signatory.

CITY OF CORPUS CHRISTI:

BY: 
Peter Zanoni,
City Manager

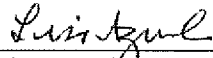
8.19.24
Date

Attest:

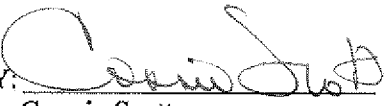

Rebecca Huerta
City Secretary

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

Approved as to form:

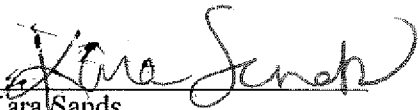

Lisa Aguilar,
Assistant City Attorney
For City Attorney

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
Nueces County Clerk

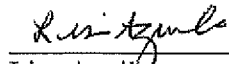
8-20-24
Date

CITY OF CORPUS CHRISTI



Peter Zanoni
City Manager

8.19.24
Date

Approved as to form:


Lisa Aguilar,
Assistant City Attorney
for City Attorney

ATTEST: 
REBECCA HUERTA
CITY SECRETARY

Ord. 033425 AUTHORIZED
BY COUNCIL 8-13-24

SECRETARY