

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 Zaroni,
City Manager

Date

Attest:

Rebecca Huerta
City Secretary

Approved as to form:

Lisa Aguilar,
Assistant City Attorney
For City Attorney

NUECES COUNTY:

BY: _____
Connie Scott
County Judge

Date

Attest:

Kara Sands
County Clerk