

## **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

\_\_\_\_\_  
Date

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Peter Zanoni  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Lisa Aguilar,  
Assistant City Attorney  
for City Attorney