

**CITY OF CORPUS CHRISTI  
AND  
NUECES COUNTY**

**JOINT ELECTION AGREEMENT**

This Agreement ("Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Nueces County ("COUNTY") and City of Corpus Christi ("CITY OF CORPUS CHRISTI") for the purposes and considerations stated below:

**WITNESSETH**

**WHEREAS**, the COUNTY will hold a Joint Election within the boundaries of the County on the 5th day of November, 2013; and

**WHEREAS**, CITY OF CORPUS CHRISTI will hold a Joint Election within the boundaries of CITY OF CORPUS CHRISTI on the 5th day of November 2013; and

**WHEREAS**, it is the finding of the governing bodies of the parties hereto that it would be mutually beneficial for the COUNTY, and CITY OF CORPUS CHRISTI to jointly enter into an Agreement to hold the elections jointly and also to enter into an Election Services Contract for the provision of certain election services by the County Election Officer of Nueces County, Texas;

**THEREFORE**, pursuant to Chapter 271 of the Texas Election Code, the COUNTY and the CITY OF CORPUS CHRISTI agree as follows:

**I  
ELECTION RESPONSIBILITIES**

1. In accordance with Chapter 271 (Joint Elections) of the Texas Election Code, the COUNTY agrees to oversee and coordinate the conduct of said election for CITY OF CORPUS CHRISTI oversee and coordinate the provision of services to prepare for and facilitate the Joint Election to be held on 5th day of November 2013. COUNTY and CITY OF CORPUS CHRISTI agree that early voting and regular Election Day voting shall be conducted jointly.
2. In accordance with Chapter 31, Subchapter D of the Texas Election Code, CITY OF CORPUS CHRISTI agrees to enter into an Election Services Contract with the County Election Officer of Nueces County, Texas, for the provision of those certain election services described in the Election Services Contract attached hereto as Exhibit A and incorporated herein by reference. The COUNTY shall bear its share of the cost for election services. The County Election Officer, Diana T. Barrera, is hereby designated the Election Officer responsible for conduct and provision of the election services identified in the Election

Services Contract attached as Exhibit A. Said County Election Officer will serve as the Early Voting Clerk, and her designee will serve as the Counting Station Manager of the Central Counting Station for the Joint Election.

3. Ron Olson is hereby designated the primary representative of CITY OF CORPUS CHRISTI to oversee and coordinate with the County Election Officer in the conduct of the elections. In addition, Armando Chapa as the CITY OF CORPUS CHRISTI Election Authority will perform or cause to be performed the following services:
  - a. Coordinate with COUNTY on the conduct of all aspects of the CITY OF CORPUS CHRISTI elections, including (1) selection and establishment of early voting sites, and conduct of early voting (locations of early voting substations are attached to this Agreement as Exhibit B), and (2) designation of precincts, and polling places for use on Election Day (a list of polling places is included with this Agreement as Exhibit C).
  - b. Coordinate the handling and disposition of CITY OF CORPUS CHRISTI election returns, voter ballots, and tabulation of unofficial returns, and preparation of the tabulation for the official canvass by governmental entities.
  - c. Provide information services for voters and election officers relating to CITY OF CORPUS CHRISTI elections.
  - d. Maintain custody of the CITY OF CORPUS CHRISTI returns for a period as required by the Texas Election Code.

## **II PAYMENT**

The CITY OF CORPUS CHRISTI agrees to pay COUNTY for their share of the expenses of the election on a prorated basis dependent upon the number of entities participating in the Joint Election. Such payments will be made within 30 days of receipt from the County Election Officer of an itemized statement of the exact costs, expenses incurred and outstanding expenses related to the performance of election services, with CITY OF CORPUS CHRISTI and COUNTY each paying their respective shares of such costs and expenses.

## **III MISCELLANEOUS**

1. COUNTY and CITY OF CORPUS CHRISTI will each be responsible for preparing and filing their own respective submission and attachments, if any, to the Justice Department for pre-clearance as may be required under Section 5 of the Voting Rights Act of 1965, as amended.

2. Each party will be responsible for posting or publication requirements necessitated by federal, state or local laws as they may pertain to implementation of the respective issues placed on the ballot.
3. Each party will be responsible for receipt and processing filings of financial report statements by special purpose committees relating to the party's own respective elections.
4. Each party will be responsible for receipt and processing of applications of candidates for places on the ballot for its own positions, handling of drawings for places on the ballot for such positions, and the posting and issuance of any notices related thereto.
5. COUNTY will order separate ballots for CITY OF CORPUS CHRISTI containing all their propositions and regent candidates, respectively, to be voted on at the joint polling places, but a voter may not be permitted to vote on a CITY OF CORPUS CHRISTI ballot containing a proposition, or a City ballot containing a proposition and/or candidates, or CITY OF CORPUS CHRISTI ballot containing a proposition and/or candidates on which the voter is ineligible to vote.

#### **IV GENERAL PROVISIONS**

1. This Agreement shall be construed in accordance with applicable Federal Election Laws, the Texas Election Code, and all applicable laws of the State of Texas.
2. COUNTY and CITY OF CORPUS CHRISTI through their respective Election Authorities, may agree to amend or modify this Agreement in the event federal, state, or local law requires additional or different actions by the Election Authority, which is beyond the scope of this contract. Such amendment or modification shall not be effective unless such amendment or modification is in writing and signed by the parties with legal authority.
3. This Agreement constitutes the entire Agreement of the parties, supersedes any prior undertakings or written or oral agreements between the parties and can be modified or amended only by written instrument subscribed by each of the parties.

Dated this \_\_\_\_\_ day \_\_\_\_\_, 2013

**NUECES COUNTY**

**ATTEST:**

\_\_\_\_\_  
Samuel L. Neal, Jr.  
County Judge

\_\_\_\_\_  
Diana T. Barrera  
County Clerk

**CITY OF CORPUS CHRISTI**

**ATTEST:**

\_\_\_\_\_  
Ron Olson  
City Manager

\_\_\_\_\_  
Armando Chapa  
City Secretary



**ELECTION SERVICES CONTRACT  
CITY OF CORPUS CHRISTI  
AND COUNTY OF NUECES**

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF CORPUS CHRISTI (hereinafter referred to as "CITY OF CORPUS CHRISTI") and Diana T. Barrera, County Clerk (COUNTY ELECTION OFFICER), under authority of Texas Election Code, Section 31.092 (a), to perform Election Services for the November Joint Election to be held by Nueces County on November 5, 2013.

This Contract is entered into in consideration of the mutual covenants and promises hereinafter set forth.

**Paragraph 1. SERVICES OF COUNTY ELECTION OFFICER**

The COUNTY ELECTION OFFICER shall be responsible for the overall conduct of the election and shall perform and furnish the following:

- (a) Hire all early voting personnel;
- (b) Conduct training session of all election workers;
- (c) Provide laptops, air cards, label printers, and cell phones for processing early voters;
- (d) Provide Judges Booth Controller (JBC), eSlate equipment and booths for Early Voting and Election Day polling locations;
- (e) Transport election equipment to polling locations;
- (f) Provide Early Voting and Election Day technical support for mechanical breakdowns of voting equipment;
- (g) Scan all mail ballots, tabulate Early Voting results, arrange Early Voting Ballot Board meeting, and provide export file of early voting results;
- (h) If applicable, program, generate and distribute ballots;
- (i) Prepare all testing materials and conduct a test of the Electronic Equipment in compliance with Section 127, Subchapter D, of the Texas Election Code;
- (j) If applicable, provide additional miscellaneous supplies upon request; and
- (k) Provide estimated cost of Election by Attachment "A".

**Paragraph 2. GENERAL CONDITIONS**

The parties agree that the COUNTY ELECTION OFFICER will perform all services listed in Paragraph 1. Furthermore, the parties agree that the CITY OF CORPUS CHRISTI is obligated to pay all expenses and shall reimburse the COUNTY ELECTION OFFICER and Nueces County with respect to any purchase reasonably made in the programming and transporting of voting equipment.

Furthermore, after the election, the COUNTY ELECTION OFFICER will submit to CITY OF CORPUS CHRISTI an itemized statement as shown in Attachment "A" with the exact costs and expenses incurred related to the performance of this contract. CITY OF CORPUS CHRISTI agrees to make payment in conformity with the statement submitted by the COUNTY ELECTION OFFICER within thirty (30) days of receipt of the statement.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Diana T. Barrera, County Clerk  
Nueces County

\_\_\_\_\_  
Ron Olson  
City of Corpus Christi, City Manager