

AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN THE
CITY OF CORPUS CHRISTI AND
NUECES COUNTY FOR THE NOVEMBER 8, 2022 ELECTION

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

This Agreement to Conduct Joint Election (this "Contract") is entered into by and among 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 8, 2022 ("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 8, 2022. 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 8, 2022 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. Specifically, the Parties agree to the use of common polling places for both early voting and Election Day. The Parties also agree that the election officers may be appointed to serve both elections. 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 Parties acknowledge that they have each separately contracted for election services to be provided by Nueces County Election Officer for the elections (Exhibit A). 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 school(s), 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 their respective 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 Zaroni
City Manager
1201 Leopard Street
Corpus Christi, TX 78401

COUNTY:

Barbara Canales
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 City Secretary Rebecca Huerta is hereby designated the primary representative of the CITY to oversee and coordinate with the COUNTY and the County Election Officer in the conduct of the joint election.

Executed to be effective this ___ day of _____, 2022.

CITY OF CORPUS CHRISTI:

By: _____
Peter Zaroni, City Manager

Attest:

Rebecca Huerta
City Secretary

Approved as to form:

By: _____

Aimee Alcorn-Reed, Assistant City Attorney

Executed to be effective the ____ day of _____, 2022.

NUECES COUNTY:

By: _____
Barbara Canales, County
Judge

Attest:

Kara Sands, County Clerk