

**CITY OF CORPUS CHRISTI
AND
NUECES COUNTY**

JOINT ELECTION AGREEMENT

This Agreement (“Agreement”) is made and entered into on the ____ day of _____, 2012, 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 6th day of November, 2012; and

WHEREAS, CITY OF CORPUS CHRISTI will hold a Joint Election within the boundaries of CITY OF CORPUS CHRISTI on the 6th day of November 2012; 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 6th day of November 2012. 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, Ron Olson 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 _____, 2012

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 _____, 2012, 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 6, 2012**.

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 _____, 2012

Diana T. Barrera, County Clerk
Nueces County

Ron Olson
City Manager



NUECES COUNTY

COUNTY CLERK DEPARTMENT

Cost Sheet Detail Breakdown

ESTIMATE COST

Contractor: November Joint Election
 Election For: General Election
 Election Date: November 6, 2012

Project Code: 12110533

Components and descriptions

LABOR

Components and descriptions		ratio	Estimate # Needed	Estimate Units/Hrs Chrg	\$ Cost Per Unit	Estimate SVC COST FULL	127 Pcts Nueces County	108 City of CC
<u>Election Day & Tabulation Support</u>							0.2571	0.2186
1	5123_Central Count Manager (1.5 OT rate) EV & ED		1	25	41.37	1,034.25	265.89	226.11
2	5123_Tabulation Supervisor (1.5 OT rate) EV & ED		1	25	23.00	575.00	147.82	125.71
3	5123_Tabulation Assistant(s) (1.5 OT rate) EV & ED		2	15	20.00	600.00	154.25	131.17
4a	5123_Technical Support (1.5 OT rate) Prorated by # jurisdictions		2	15	20.00	600.00	154.25	131.17
4b	5123_Election Night Reporting		1	1	Actual	30,000.00	7,712.55	6,558.70
5	5123_CC Clerks_Staff Support (1.5 OT rate)		22	8	20.00	3,520.00	904.94	769.55
6	5331_Judges/Alt/Clerks (x 16 hrs ED)		500	16	8.50	68,000.00	17,481.78	14,866.40
7a	5331_Judges/Alt/Clerks (4hrs Training & Mtg)		80	4	8.50	2,720.00	699.27	594.66
7b	5331_Judges/Alt/Clerks (8hrs Training & Mtg)		80	8	8.50	5,440.00	1,398.54	1,189.31
8	5331_Judges (f/supply pick up/drop off)		127	1	25.00	3,175.00	816.24	694.13
9	5126_Temp Personnel-ED Equip Support (Reg Time)		3	12	12.00	432.00	111.06	94.45
10	5125_Temp Personnel -ED Equip Support (OT)		3	10	15.00	450.00	115.69	98.38
<u>Early Voting / Ballot Resolution Support</u>								
11a	5123_ Staff EV Troubleshooting (On-call/On-site) Prorated by # jurisdictions		7	60	20.00	8,400.00	2,159.51	1,836.44
11b	5123_ Staff ED Troubleshooting (On-call/On-site) Prorated by # jurisdictions		7	20	20.00	2,800.00	719.84	612.15
12	5123_CC Staff Support (Ballot Rsol)		5	60	18.00	5,400.00	1,388.26	1,180.57
13	1316 _Election Support Staff (Project Leader)		1	350	20.00	7,000.00	1,799.60	1,530.36
14a	5126_EV Temp Clerks - Substations/Teams Training (Reg.Time)		75	8	8.50	5,100.00	1,311.13	1,114.98
14b	5126_EV Temp Clerks - Substations/Teams (Reg.Time)		75	140	8.50	89,250.00	22,944.84	19,512.15
15	5125_EV Temp Clerks - Substations/Teams (Over Time)		70	44	12.75	39,270.00	10,095.73	8,585.34

Project Code: 12110533

	Estimate # Needed	Estimate Units/ Hrs Chrg	\$ Cost Per Unit	Estimate SVC COST FULL	127 Pcts Nueces County	108 City of CC	
Components and descriptions							
16	5126_EV Temp Clerks - Abst.Voting by Mail, Prep EV (Reg. Time)	8	300	8.50	20,400.00	5,244.53	4,459.92
17	5125_EV Temp Clerks - Abst. Voting by Mail, Prep EV (Over Time)	5	80	12.75	5,100.00	1,311.13	1,114.98
18	5331_Ballot Board Workers (xhrs)	8	80	8.50	5,440.00	1,398.54	1,189.31
<u>Election Supply Pick Ups (Weekday)</u>							
19	5123_CC Staff Support_EV	2	9	20.00	360.00	92.55	78.70
20	5123_CC Staff Support_ED	7	6	20.00	840.00	215.95	183.64
<u>EV/ED Contract Personnel</u>							
21a	5185 __EV Field Techs (+training&mileage) Prorated by # jurisdictions (if applicable)	2	40	20.00	1,600.00	411.34	349.80
21b	5186 __ED Field Techs (+training&mileage) Prorated by # jurisdictions (if applicable)	16	20	20.00	6,400.00	1,645.34	1,399.19
22	5325 __Equipment Vendor (HART) Support	-	-	0.00	0.00	-	-
<u>Programming</u>							
23	5123_Technician-Prog.Eslates, DAUs & JBCs x hourly	2	120	50.00	12,000.00	3,085.02	2,623.48
24a	5123_Technician-Prog. Ballots x hourly (min. 1hr)	2	60	50.00	6,000.00	1,542.51	1,311.74
24b	5123_Developing Ballot Formatting	4	60	150.00	36,000.00	9,255.06	7,870.45
25	5123_Staff-L &A Testings(programng, pre-testing & public test) Prorated by # jurisdictions (if applicable)	5	60	50.00	15,000.00	3,856.28	3,279.35
26	5126_Temp Support - Marking, testing, etc. (Reg.Time) Prorated by # jurisdictions (if applicable)	24	60	15.00	21,600.00	5,553.04	4,722.27
27	5123_Mapping_Research, producing & delivery	2	40	50.00	4,000.00	1,028.34	874.49
28	5325_Contract Personnel (Audio / translator)	1	10	50.00	500.00	128.54	109.31

Project Code: 12110533

Components and descriptions		Estimate # Needed	Estimate Units/ Hrs Chrg	\$ Cost Per Unit	Estimate SVC COST FULL	127 Pcts Nueces County	108 City of CC
<u>Training (classes)</u>							
29	5123__CC Staff Personnel (before 8am & aft 5pm)	5	25	20.00	2,500.00	642.71	546.56
30	5123__CC Staff Personnel OT - Prorated by Attendees	5	20	18.00	1,800.00	462.75	393.52
31	5125 __Temp Support	5	25	12.00	1,500.00	385.63	327.94
<u>EV & ED Delivery/Pickup Personnel</u>							
32	1315 / 1316__Delivery Staff Personnel	1	120	25.00	3,000.00	771.26	655.87
33	5126__Delivery Temp Personnel (Reg)	3	120	12.00	4,320.00	1,110.61	944.45
34	5125 __Delivery Temp Personnel (OT)	3	50	15.00	2,250.00	578.44	491.90
<u>EV & ED Warehousing (Prep, Maint,& etc)</u>							
35	1315 / 1316 __Staff Personnel	1	400	25.00	10,000.00	2,570.85	2,186.23
36	5126__ Warehouse Temp Personnel (Reg)	3	265	12.00	9,540.00	2,452.59	2,085.67
37	5125__Warehouse Temp Personnel (OT)	3	60	15.00	2,700.00	694.13	590.28
<u>Other Support Functions (Prep, develop,& produce)</u>							
38	1316 __Staff Personnel (clerical operations) Project Leader	1	160	25.00	4,000.00	1,028.34	874.49
39	Fringe Benefits - Temp Clerks (8.84%) Prorated by # jurisdictions (if applicable)	Actual	Actual	150.00	15,000.00	3,856.28	3,279.35
40	Fringe Benefits - Full-Time Staff (17.15%) Prorated by # jurisdictions (if applicable)	Actual	Actual	160.00	20,000.00	5,141.70	4,372.47
41a	5541_ Mileage - travel - Election Workers Prorated by # jurisdictions (if applicable)	10	Actual	0.49	800.00	205.67	174.90
41b	5541_ Mileage - travel - Election Staff Prorated by # jurisdictions (if applicable)	30	1,000	0.49	14,700.00	3,779.15	3,213.77
<u>EV & ED EQUIPMENT RENTAL</u>							
42	Laptop Equipment (usage fee - equipment, aircard, etc)	25	1	50.00	1,250.00	321.36	273.28
43	JBC Equipment f/L&A (each)	8	1	200.00	1,600.00	411.34	349.80
44	JBC Equipment f/EV (each)	33	1	200.00	6,600.00	1,696.76	1,442.91
45	JBC Equipment f/ED (each)	147	1	200.00	29,400.00	7,558.30	6,427.53
46	DAUs Equipment f/L&A (each)	8	1	200.00	1,600.00	411.34	349.80
47	DAUs Equipment f/EV (each)	52	1	200.00	10,400.00	2,673.68	2,273.68
48	DAUs Equipment f/ED (each)	155	1	200.00	31,000.00	7,969.64	6,777.33
49	Eslate Equipment f/L&A (each)	16	1	200.00	3,200.00	822.67	699.60
50	Eslate Equipment f/EV (each)	81	1	200.00	16,200.00	4,164.78	3,541.70
51	Eslate Equipment f/ED (each)	324	1	200.00	64,800.00	16,659.11	14,166.80
52	Tally Equipment f/Testings (each)	1	8	200.00	1,600.00	411.34	349.80
53	Tally Equipment f/EV/ED, Post, & Finalizing (each)	1	20	200.00	4,000.00	1,028.34	874.49
54	Ballot Now Equipment (each)	1	80	200.00	16,000.00	4,113.36	3,497.98
55	Ballot Printing - Mail, test, & emergency (Calc. @\$0.10)	1	20,000	0.10	2,000.00	514.17	437.25
56	Ballot Printing - Outsourced/ Sample ballots	1	6,000	1.00	6,000.00	1,542.51	1,311.74

Project Code: 12110533

Components and descriptions

DELIVERY & TRANSPORTATION

	Estimate # Needed	Estimate Units/Hrs Chrg	\$ Cost Per Unit	Estimate SVC COST FULL	127 Pcts Nueces County	108 City of CC
57	-	-	0.00	0.00	-	-
58	2	500	25.00	25,000.00	6,427.13	5,465.59

MISCELLANEOUS

59	1	1	Actual	500.00	128.54	109.31
60	1	1	Actual	7,517.00	1,932.51	1,643.39
61	18	1	8.00	144.00	37.02	31.48
62	25	1	8.00	200.00	51.42	43.72
63	25	1	8.00	200.00	51.42	43.72
64	Actual	Actual	69.00	14,000.00	3,599.19	3,060.73
65	Actual	Actual	69.00	6,000.00	1,542.51	1,311.74
66	250	1	86.00	21,500.00	5,527.33	4,700.40
67	5,000	1	0.69	3,450.00	886.94	754.25
68	Actual	Actual	0.00	5,000.00	1,285.43	1,093.12
69	147	1	5.00	735.00	188.96	160.69
70	147	1	5.00	735.00	188.96	160.69
71	147	1	5.00	735.00	188.96	160.69
72	20	1	5.00	100.00	25.71	21.86
73	154	1	1.00	154.00	39.59	33.67
74	-	-	0.00	0.00	-	-

Project Code: 12110533

Components and descriptions

INTER DEPARTMENTAL COSTS

	Estimate # Needed	Estimate Units/Hrs Chrg	\$ Cost Per Unit	Estimate SVC COST FULL	127 Pcts Nueces County	108 City of CC
75	2	40	350.00	28,000.00	7,198.38	6,121.46
76	2	20	200.00	8,000.00	2,056.68	1,748.99
77	1	160	17.00	2,720.00	699.27	594.66
SERVICES SUBTOTAL				821,456.25	211,184.10	179,589.63
ADMINISTRATIVE COST						
73			10%	82,145.63	21,118.41	17,958.96
EQUIPMENT SERVICES GRAND TOTAL				\$903,601.88	\$232,302.51	\$197,548.59

**Billing is not based on number of precincts.*

Prepared by Election Unit, County Clerk Department