

CITY OF SAN ELIZARIO, TEXAS

RESOLUTION 2302R.03.03

WHEREAS, the City of San Elizario, Texas (“City) and El Paso County Texas (“County”) have entered into an agreement by which the County Elections Administrator will conduct the November 2023 Municipal Election;

WHEREAS, the City and County have agreed that the City should provide the Polling Place where the voting will take place;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ELIZARIO AS FOLLOWS:

That the Mayor be authorized to sign the Polling Place Agreement attached to this Resolution as Attachment “A”.

APPROVED AND EFFECTIVE the 1st day of August 2023.

CITY OF SAN ELIZARIO

By: 

Isela Reyes, Mayor

ATTEST:

By: 

Rene Rosales, City Clerk

2023 POLLING PLACE AGREEMENT Between El Paso County and City of San Elizario

Contracting Entity (“Owner”): City of San Elizario

Main Office Address: 12004 Socorro Rd. El Paso, Texas 79849

THIS POLLING PLACE AGREEMENT, (the “Agreement”) is entered into and effective the 24th day of July, 2023 between El Paso County, Texas (the “County”), a political subdivision of the State of Texas, and **City of San Elizario** as “Owner” (“Owner”), individually the “Party” and, collectively with the County, the “Parties”). For purposes of this Agreement, “County” will specifically include the El Paso County Elections Administrator and her designees.

Owner and County agree that Owner will provide the County space (the “Polling Place”) located within **City of San Elizario in Attachment(s) 1-2** (the “Premises”) as a location for conducting public elections on the dates and during the times shown below.

In consideration of the mutual covenants and promises in this Agreement the Parties agree as follows:

1. Election Dates: Owner shall provide a room that is specified in Attachment(s) **1-2**, located at the Premises as a Polling Place for the 2023 elections indicated below. County will have access to the Polling Place on the dates noted in the Attachment(s) by way of the Premises each designated Voting Period for the purpose of conducting local, state and national elections as needed. For purposes of this Agreement, “Voting Period” shall mean the intervals in which votes are accepted pursuant to the Texas Elections Code and shall include the early voting period and the Election Day and any other periods as specified in the accompanying Attachment(s). The Polling Place will not be used for any other purpose during this time. Polling Place closing times during the Voting Period may be adjusted past 7:00 P.M. in the event that at 7:00 P.M. there are voters remaining in line to vote. The Polling Place will remain open until all voters who were in line to vote at 7:00 P.M. have had the opportunity to vote.

Any attempt to change or move the Polling Place prior to or during Voting Periods may be viewed by the public as an attempt to confuse or mislead voters. As such, Owner shall take all reasonable steps to avoid any change in location of the Polling Place. Absent an Emergency, Owner shall obtain County’s written consent prior to changing or moving the Polling Place. An “Emergency” is defined as an event beyond the reasonable control of the Owner, including electricity outage, air conditioning unit malfunction, fire, flood, riots, or war, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by Owner.

2. Access to Premises/Polling Place: Prior to Voting Period, Owner shall provide County election workers access to the Premises and the Polling Place for delivery and storage of election equipment needed to conduct the election. Access is limited to regular County election workers and does not include access by election judges, or election clerks. Access shall be granted to the County during each Voting Period. Owner will coordinate with County on additional dates and times when County will be allowed to set up tables

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and chairs for election judges and clerks, electronic ballot machines, and related equipment necessary to conduct the elections. Equipment delivery date(s) and approximate delivery times for the 2023 elections are as specified on the Attachments(s).

- 2.1 Election equipment will be delivered to a storage area as agreed in Attachment(s) **1-2**. County and Owner acknowledge and agree that County employees shall be solely authorized to unload, load, move, or handle election equipment located on the Premises before, during, and after the Voting Period.
3. Voting Period Access: Owner or Owner's designee and County will coordinate in advance and Owner shall provide County access to the Polling Place by means specified in Attachment(s) **1-2**.
4. Post-Voting Period: Owner shall provide access to the Premises to the County between the hours of 8:00 A.M. and 5:00 P.M. for pick-up of the election equipment. Owner and County shall coordinate on dates for equipment pick-up by County Elections Department staff.
5. Owner Contacts: The Owner shall designate a primary, a secondary, and an emergency contact person for Voting Period to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates. Contacts shall be as designated in Attachment(s) **1-2**.
6. County Contacts: The following persons are designated as the County's contacts to assure proper communication and access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:
 - a. Primary Contact: Claudia Ramirez, Elections Generalist Intermediate
Email Address (if any): claramirez@epcounty.com
Phone Number: (915)546-2154
 - b. Secondary Contact: Melissa Martin, Election Information & Resource Coor.
Email Address (if any): m.martin@epcounty.com
Phone Number: (915)546-2154
 - c. Emergency contact for Voting Period. Emergency contact will be available between 6:00 a.m. and approximately 11:00 p.m. on election day:
Emergency Contact: Claudia Ramirez, Elections Generalist Intermediate
Email Address (if any): claramirez@epcounty.com
Phone Number: (915)546-2154
7. Polling Place Equipment: The Owner will endeavor to assist the County in providing tables and chairs for Voting Period judges and clerks. In the event Owner cannot provide the requested equipment, Owner will notify County no less than 30 days before each Voting Period.

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8. Premise and Polling Place Conditions:

- a. Owner is providing the Polling Place without charge to the County. There may be a reimbursement for actual expenses resulting from the use of a building in those instances specifically permitted under Election Code Chapter 43. In that event, the County and the Owner will state the specific purpose and amount for which the charge is incurred.
- b. Owner will provide the Polling Place in a clean and orderly state. County will return the Polling Place in the same condition. Owner will coordinate with County to provide the Polling Place(s) with access to working electrical outlets. All electrical outlets inside the Polling Place shall be in good working order.
- c. The parking lot or parking area at the Premises shall be clear of all obstructions which would impede voter access during Voting Period.
- d. During the Voting Period, Owner will provide and reserve one (1) parking space as curbside voting parking that is not designated handicap parking space, as required by law (“Reserved Curbside Voting Parking”). The area for the Reserved Curbside Voting Parking space will be clearly marked with a sign: (1) indicating that the space is reserved for use by a voter who is unable to enter the polling place; and (2) displaying, in large font that is clearly readable from a vehicle, a telephone number that a voter may call or text to request assistance from an election officer at the polling place. As an alternative to displaying a telephone number, the area for the Reserved Curbside Voting Parking space may provide the voter with a button or intercom that the voter may use to request assistance from an election officer. The County will provide the required signs, button or intercom mentioned herein. Owner will comply with allowing the County to install such signs, button or intercom during the Voting Period.
- e. Owner will endeavor to provide additional parking for disabled voters during the Voting Period, according to and in compliance with any State and Federal laws that may apply.
- f. Owner will coordinate with County to ensure that in accordance with Texas law, each Polling Place is organized to prohibit electioneering within 100 feet of entrances to the Polling Places. Owner and County will coordinate to determine the limits of the required perimeter and placement of distance markers. Owner may allow electioneering materials to be displayed on the Premises from 7:00 A.M. to 7:00 P.M. during Voting Period based on Owner’s own policies and procedures provided that such displays do not conflict with Texas law.
- g. Nothing in this Agreement imposes any duty on the County to maintain, repair, or improve the Premises or cure any premise defect of the property on which the Polling Place is located. Owner further agrees not to remove any electioneering material from the property until the election is completed. Owner understands that the organizations and persons placing the electioneering materials are responsible for their removal.

9. **Waiver.** A waiver of this Agreement, or any of its terms, shall not be valid unless the waiver is in writing and signed by the Party against which the enforcement of the waiver is sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party’s covenants, obligations or agreements

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under this Agreement, shall operate as a waiver, discharge or invalidation, nor shall any single or partial exercise of any right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise or insistence of the exercise of any other right, power or remedy.

10. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
11. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
12. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
13. **Venue.** For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.
14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, but rather this entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance with this Agreement. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
16. **No Agency.** Neither Owner nor any employee of Owner, and neither County nor any employee of County is an agent, or employee of one another. Both County and Owner understand and agree that neither Party is responsible or liable to each other for third party actions, or any other electioneering actions.
17. **No Extension of Benefits.** This Agreement does not and shall not be construed to entitle either Party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other Party.
18. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully

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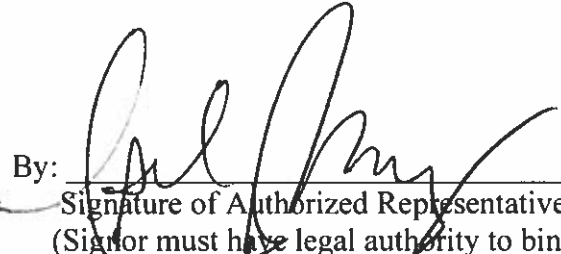
executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

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Executed in duplicate in El Paso County, Texas, this 24, day of July, 23.

By: _____
Lisa Wise
El Paso County Elections Administrator

By: _____
Betsy Keller
El Paso County Chief Administrator

By:  _____
Signature of Authorized Representative
(Signor must have legal authority to bind entity)

Isela Reyes
Printed Name of Representative

915-974-7037
Primary Phone Number

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ATTACHMENT 1

Type of Election: November 2023 Uniform Election
Early Voting Period #1: Monday, October 23, 2023 through Friday October 27, 2023
Hours of Voting #1: 8:00 A.M. – 5:00 P.M.
Early Voting Period #2: Saturday, October 28, 2023 and Sunday October 29, 2023
Hours of Voting #2: 12:00 P.M. – 5:00 P.M.
Early Voting Period #3: Monday, October 30, 2023 through Friday November 3, 2023
Hours of Voting #3: 8:00 A.M. – 5:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: City of San Elizario
Physical Polling Location: City of San Elizario
Physical Polling Location Address: 12004 Socorro Road, Suite B El Paso, Texas 79849

Primary Contact & Title: Michael Medina – City Administrator
Email Address: mmedina@cityofsanelizario.com
Phone Number: 915-974-7037
Cell Phone Number: 915-765-7043

Secondary Contact & Title: Rene Rosales – City Clerk
Email Address: rrosales@cityofsanelizario.com
Phone Number: 915-974-7037
Cell Phone Number: 915-974-8767

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Jose Soliz - City Marshal
Email Address: jsoliz@cityofsanelizario.com
Phone Number: 915-302-2050
Cell Phone Number: 915-974-9255

Owner shall provide (specify room): San Elizario Council Chambers as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): San Elizario Council Chambers between the dates of Wednesday, October 18, 2023 through Friday October 20, 2023 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 7:00 A.M. until 6:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:
 X Owner will supply four 8 foot tables and twelve chairs.
 Facility cannot supply tables or chairs.

Voting Period Access:
 X Owner will open Polling Place by 7:00 A.M.

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No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

Owner cannot provide and reserve additional non-curbside parking spaces for voters.

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ATTACHMENT 2

Type of Election: November 2023 Uniform Election

Date of Election: Tuesday, November 7, 2023

Hours of Voting: 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner's contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

Premises Entity: City of San Elizario

Physical Polling Location: City of San Elizario

Physical Polling Location Address: 12004 Socorro Road, Suite B El Paso, Texas 79849

Primary Contact & Title: Michael Medina – City Administrator

Email Address: mmedina@cityofsanelizario.com

Phone Number: 915-974-7037

Cell Phone Number: 915-765-7043

Secondary Contact & Title: Rene Rosales – City Clerk

Email Address: rrosales@cityofsanelizario.com

Phone Number: 915-974-7037

Cell Phone Number: 915-974-8767

Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.

Emergency Contact & Title: Jose Soliz - City Marshal

Email Address: jsoliz@cityofsanelizario.com

Phone Number: 915-302-2050

Cell Phone Number: 915-974-9255

Owner shall provide (specify room): San Elizario Council Chambers as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): San Elizario Council Chambers between the dates of Thursday, November 2, 2023, Friday, November 3, 2023 and Monday, November 6, 2023 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed, provided however, that the times will be adjusted accordingly in the event the Polling Place remains open past 7:00 P.M. for reasons described in Section 1 of this Agreement.

Voting Period:

Owner will supply four 8 foot tables and twelve chairs.

Facility cannot supply tables or chairs.

Voting Period Access:

Owner will open Polling Place by 6:00 A.M.

No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

Parking Spaces:

Owner will provide and reserve at least 3 additional non-curbside parking spaces for voters only.

Owner cannot provide and reserve additional non-curbside parking spaces for voters.