

FIRST AMENDMENT TO THE 2023 POLLING PLACE AGREEMENT
Between El Paso County and El Paso Independent School District

This First Amendment to the 2023 Polling Place Agreement Between El Paso County and El Paso Independent School District (“**First Amendment**”) is made this 25th day of September, 2023, between the County of El Paso, a political subdivision of the state of Texas (“**County**”) and El Paso Independent School District (the “**Owner**”, individually the “**Party**” and collectively with the County, the “**Parties**”). For purposes of this First Amendment, “County” will specifically include the El Paso County Elections Administrator and her designees.

WHEREAS, On February 3, 2023, the Parties entered into a 2023 Polling Place Agreement Between El Paso County and El Paso Independent School District under County Contract No. 2023-0178 (the “**Agreement**”), under which the Owner agreed to provide the County with space (“the **Polling Place**”) located within a location specified in Attachments 1-58 (“the **Premises**”) of the Agreement, as a location for conducting public elections on certain dates and times; and

WHEREAS, the Parties now desire to amend the Agreement to: (A) revise language in section 1 of the Agreement; (B) revise language in section 8 of the Agreement; (C) revise language in the Attachments that pertain to the November 2023 Uniform Election; (D) include two new Attachments with additional Premises to serve as Polling Places for the November 2023 Uniform Election, attached to this First Amendment (hereinafter “**Attachment 59**” and “**Attachment 60**”); (E) revise language throughout the entirety of the Agreement that makes reference to Attachments 1-58 to now reflect Attachments 1-60; and (F) revise language in section 12 acknowledging Owner’s Superintendent as an authorized signatory for any amendments to the Agreement that do not affect the Owner’s budget.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Adoption of Recitals. The above stated recitals are incorporated herein by reference and are made part of this First Amendment and shall be as effective as if repeated verbatim.
2. Effective Date. The Effective Date of this First Amendment shall be September 25, 2023.
3. Amendment. This First Amendment amends and/or replaces the following in the Agreement, which shall henceforth read as follows:

A. Revision of Section 1:

1. Election Dates: Owner shall provide a room that is specified in Attachment(s) 1-60, 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.

B. Revision of Section 8:

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.

C. Revision of the Attachments that Pertain to the November 2023 Uniform Election - Second Paragraph After Contact's Information Block:

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.

D. Inclusion of Two New Attachments:

Attachments 59 and 60, which provide additional Premises to serve as Polling Places for the November 2023 Uniform Election are attached to this First Amendment and are included as part of the Agreement.

E. Revision of language throughout the Agreement:

Any language throughout the Agreement that applies to, or makes reference to, Attachments 1-58, will now apply to, and reflect as, Attachments 1-60.

F. Revision of Section 12:

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 or authorized signatories. Owner warrants and represents that the El Paso Independent School District's Superintendent is an authorized signatory only for any subsequent amendments and modifications to this Agreement that do not have an impact or affect the Owner's budget.

4. Except as amended herein, all other terms and conditions of the Agreement remain the same and in full force and effect, and together with this First Amendment, comprise the entire agreement between the Parties (hereinafter “Agreement”). This Agreement shall become effective on September 25, 2023, regardless of the date of execution by both Parties.

(Signatures follow on next page)

IN WITNESS WHEREOF, the Parties through their authorized representatives, execute this First Amendment.

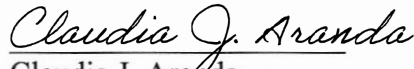
COUNTY OF EL PASO



Lisa Wise
El Paso County Elections Administrator

Betsy Keller
El Paso County Chief Administrator

Approved as to Form:



Claudia J. Aranda
Assistant County Attorney

EL PASO INDEPENDENT SCHOOL DISTRICT

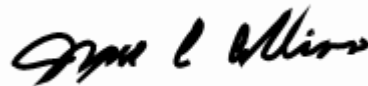
By: _____
Signature of Authorized Representative
(Signor must have legal authority to bind entity)

Printed Name of Representative

Primary Phone Number

Approved as to Form

Signed: Friday, September 22, 2023



Signed: Friday, September 22, 2023

ATTACHMENT 59

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: El Paso Independent School District

Physical Polling Location: H.R. Moyer Elementary School

Physical Polling Location Address: 4825 Alps Drive, El Paso Texas 79904

Primary Contact & Title: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

Secondary Contact & Title: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

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: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

Owner shall provide (specify room): _____ as the Polling Place. Election

Equipment will be delivered to storage area (if different from Polling Place above):

_____ between the dates of Thursday, November 2, 2023, Friday, November 3, 2023, or 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.

ATTACHMENT 60

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: El Paso Independent School District

Physical Polling Location: Coach Wally Hartley PK-8 School

Physical Polling Location Address: 6201 Hughey Drive, El Paso Texas 79925

Primary Contact & Title: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

Secondary Contact & Title: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

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: _____

Email Address: _____

Phone Number: _____

Cell Phone Number: _____

Owner shall provide (specify room): _____ as the Polling Place. Election

Equipment will be delivered to storage area (if different from Polling Place above):

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