

## AGREEMENT BETWEEN HARRIS COUNTY AND CROSBY ISD

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS     §

This Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Clerk’s Office ( “Lessee”), a n d Crosby ISD ( “Lessor”) relating to the use of building (“Facility”) as (a) polling place(s) for elections to be held on January 1, 2025, through December 31, 2025. The County and Lessor are referred to herein collectively as the “Parties” and individually as a “Party.”

### RECITALS

The Lessee desires to use the Lessor’s Facility to conduct its elections and the Lessor desires to lease its Facility to the Lessee for elections conducted within the dates listed above.

Now, therefore, the Lessor and Lessee do mutually agree to the terms and conditions as follows:

### TERMS

1. Prior to each election, Parties will work together to identify and complete information on the “Facility Use Form”, attached hereto as Exhibit A and incorporated herein by reference. Lessor shall complete and return Exhibit A within five (5) business days of receipt of Exhibit A.
2. The Lessor will inform the Lessee which room is available to serve as a polling location by completing the relevant section in Exhibit A. In the event, there is a room change, Lessor shall communicate the change to the County within ten (10) business days prior to Early Voting or Election Day.
3. Lessee shall be permitted to survey the room(s) Lessor has designated as the polling location, the Facility and surrounding common areas that provide access to the Polling Location for compliance.  
 with the Americans with Disabilities Act (“ADA”), 42 U.S. §12101 *et. seq.*... Lessee shall be permitted to install temporary remedies if Lessee determines remedies are necessary for the Polling Location or access thereto to be ADA compliant. If Lessee makes temporary remedies to the voting room, facility, and/or surrounding common areas, the Lessee agrees to restore the voting room, facility, and/or surrounding common area back to the condition immediately preceding Lessee’s use and placement of temporary remedies.
  - a. Temporary remedies shall include items such as cones to create van accessible parking spaces, floor/ground mats and plates to cover gaps in sidewalks and walkways, and the installation of ramps at accessible entrances. Temporary remedies, excluding temporary ramps, will be delivered to the polling location in the same caddies as voting machines, and will be picked up along with voting machines following the election.
  - b. County will provide location of temporary ramp (if applicable) within fifteen (15) days of

~~Execution of this Agreement. Temporary remedies such as cones and mats may be taken up at the end of voting in order to avoid theft or undue exposure to inclement weather conditions.~~

- a. Lessor acknowledges that part of Lessee's survey process will include mapping out an ADA accessible route to the Polling location. Lessor agrees not to impede access along the route or alter the route. Lessee shall not alter the voting room(s) without prior approval from the ADA Department. Lessee shall contact the ADA Department at 713-755-6965 for such approval. Lessee shall use its best efforts to avoid creating any impediments to operations that may arise as a consequence of any installed temporary remedies, unless given written permission by Lessor. In the unlikely event, Lessee does not comply with the prior agreed upon location and/or timing of installation of the temporary remedies, Lessee shall notify the ADA Department at 713-755-6965 in order to coordinate an ADA compliant modification with respect to the location and/or timing of any installed temporary remedies.
4. Nothing in this Agreement requires the Lessee to use the aforementioned facility for an election until the Lessor agrees to make the facility available pursuant to a request by the Lessee as specified in (1) above.
5. The Facility shall be open and accessible beginning at 5:30 AM on the first day of Early Voting and Election Day. The Facility shall remain open until the Polling Location is officially closed by the Election Judge after the polls have closed during the duration of the rental period.
6. Delivery and Pick-up of Voting Equipment
  - a. Lessor must provide a designated area for storing voting equipment.
  - b. County will provide a point of contact to arrange voting equipment delivery to Facility. Equipment will be delivered to Early Voting locations the week prior the first day of Early Voting. County will provide the date range on Exhibit A. County will pick up Early Voting equipment the day after early voting ends.
  - c. Equipment for Election Day will be delivered to locations during the early voting period. County will provide the date range on Exhibit A. County will pick up Election Day equipment within ten (10) business days after Election Day. Lessor will receive a phone call one (1) business day prior to County arriving to Facility to pick up Election Day voting equipment.
7. Miscellaneous
  - a. Poll workers shall wear proper identification that identifies them as county workers and authorized to be present at the polling location. Identification should be visible and worn at all times while working or at a polling location.
  - b. Poll workers may not grant access to voters, to any part of the building beyond the voting area, including restrooms and side exits.
  - c. Lessor agrees to allow electioneering at the Facility outside the 100-foot area in accordance with the Texas Election Code.
  - d. Lessor agrees that the designated Polling Location remains climate controlled throughout the rental period.

- a. Lessor shall not schedule additional events in the agreed upon Polling Location to comply with state of Texas and Harris County voting standards. If an event is scheduled in the Facility that may disrupt voting (including but not limited to loud noise, additional attendees), Lessor must inform County by completing the relevant section in Exhibit A when County officially requests the reservation.
- b. County requires 4-5 tables and 6-8 chairs for the election. Lessor is responsible for providing these items to the County. Lessor shall initial the relevant sections in Exhibit A to indicate acceptance of this responsibility. If Lessor is unable to provide these items, the County will rent these items from a third-party county approved vendor. The vendor shall have ten (10) business days prior to the election to deliver and ten (10) business days after the election to pick up these items. Please note: Tables and chairs are not picked up at the same time as voting equipment as this is a separate delivery/pick up schedule which will be communicated to Lessor by the third-party county approved vendor.

LESSOR

LESSEE

By: \_\_\_\_\_  
Name: Brett Birkinbine  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Teneshia Hudspeth  
Harris County Clerk

APPROVED AS TO FORM:  
COUNTY ATTORNEY  
Christian D Menefee

By: \_\_\_\_\_  
Neeharika Tumati  
Assistant County Attorney



**EXHIBIT A**  
**FACILITY USE FORM**  
**FORM TO BE COMPLETED PRIOR TO EACH ELECTION**

<b>Election</b>	May 3, 2025, May Joint Election
<b>Polling Location</b>	<b>Crosby ISD</b>
<b>Room(s) in the Polling Location</b>	<i>See Attachment</i>
<b>Payment for Use of Facility. If none, please put N/A</b>	<b>Fee Amount: N/A</b>
<b>Emergency Contact for CCO use during non-business hours</b>	Facility Name: Chuck Murray, Director of Operations Phone Number: 713-817-8950
<b>If Polling Location is used for Early Voting, Equipment Delivery Date</b>	
<b>Election Day Equipment Delivery</b>	April 22, 2025 – May 3, 2025
<b>Request of 5 Tables</b>	If Facility will provide, Facility Contact Initial here <u>BB</u>
<b>Request of 15 Chairs</b>	If Facility will provide, Facility Contact Initial here <u>BB</u>
<b>Are any Additional Events Scheduled during this Election Period?</b>	Facility: No

Attachment A

Poll Codes	Type	Location	Voting Room
32085	ED	Crosby Elementary School	Gym
32086	ED	Newport Elementary School	Gym