



LEASE OF PREMISES FOR VOTE CENTER FOR THE
NOVEMBER 5, 2024 ELECTIONS

Attachment B: Itemized Invoice

INVOICE FOR LEASE OF:
Irving City Hall
Voting Room: Main Lobby
825 W Irving Blvd, TX 75060

LESSOR:
City of Irving
825 W Irving Blvd
Irving, TX 75060
Phone: 817-707-1172

LESSEE:
Elections Administrator
Dallas County, Texas
Phone: 214-819-6332
Fax: 214-819-6301

EARLY VOTING

VOTE CENTER				
CATEGORY	DESCRIPTION	RATE	QTY	TOTAL
Custodial				
Security*	Irving Police overtime hours (Estimate)			\$3,500.00

ELECTION DAY

VOTE CENTER				
CATEGORY	DESCRIPTION	RATE	QTY	TOTAL
Custodial				
Security*	Irving Police overtime hours (Estimate)			\$500.00

Per Cecilia Castillo/City of Irving

EARLY VOTING TOTAL	
ELECTION DAY TOTAL	
TOTAL DUE	\$4,000.00

**Onsite security that is not part of your normal business operations and is used solely for elections must be authorized by the Elections Department.*



FACILITY DETAILS AND CONTACT INFORMATION FORM

1. Is the information below, correct? Yes No – If no, please make corrections in the designated space.

Information on File		Updated/Corrected Information
Facility Information		
Location Name:	E4607 & V4607 Irving City Hall	
Address:	825 W Irving Blvd	
City:	Irving	
Zip code:	75060	
Voting Room:	Main Lobby	
Equipment Storage Room:	Main Lobby	
Contact Information		
Daytime: (Will be provided to Election Judge)	Cecilia Castillo 972-721-4901 ccastillo@cityofirving.org	
Supply Delivery:	Cecilia Castillo 214-287-5627 ccastillo@cityofirving.org	
After-Hours/Emergency:	Cecilia Castillo 214-287-5627 ccastillo@cityofirving.org	
Contract/Payment:	Shanae Jennings 817-707-1172 sjennings@cityofirving.org	
Tables & Chairs Supplied by Facility		
Qty Tables:	12	
Qty Chairs:	6	

2. Will the facility employ licensed private security officer(s) during the contract term?

Yes - If yes, please provide the requested information below.

No *Irving Police Officers*

	Printed Name of License Holder	Texas Private Security License Number
Security Officer #1:		
Security Officer #2:		
Security Officer #3:		



LEASE OF PREMISES FOR VOTE CENTER FOR THE NOVEMBER 5, 2024 ELECTION

1. This non-revocable Lease of the premises described below to serve as a polling location (also referred to as a "vote center(s)" for the above specified Election Day is made pursuant to Texas Election Code Section 31.098 on the date last signed below by either **City of Irving** the Lessor, or by the Elections Administrator of Dallas County, Texas, the Lessee, who is acting pursuant to the authority granted to the Elections Administrator by the political subdivisions participating in the above-entitled Election Day. The political subdivisions are listed in Attachment A which is attached and incorporated herein for all purposes.
2. Lessor hereby leases to Lessee the Premises (also referred to as the "Facility") located at **825 W Irving Blvd, Irving, TX, 75060** as follows:
 - a. Lessee shall have the ability to enter upon and use said Premises for storage of election equipment in the **Main Lobby** ("storage room") for a term beginning (2) two weeks before Early Voting starts and ending (2) two weeks after Election Day as noted below; and
 - b. Lessee shall have the ability to enter upon the Premises and use the Premises for election polling purposes and to enforce all applicable state and federal laws regarding vote centers in the **Main Lobby** ("voting room") during the dates and times listed below. ("Lease Term")

**** Dates and times election officers need to be in the building before and after voting ends.****

November 5 th General & Joint Election		
Early Voting		
Date(s)	Day of the Week	Time
October 21	Monday	6:30 am – 5:30 pm
October 22 - 25	Tuesday - Friday	7:30 am – 5:30 pm
October 26	Saturday	6:30 am – 7:30 pm
October 27	Sunday	11:30 am – 6:30 pm
October 28 - 31	Monday - Thursday	6:30 am – 7:30 pm
November 1	Friday	6:30 am – voting has ended and closing procedures are completed
Election Day		
November 5	Tuesday	5:30 am – voting has ended and closing procedures are completed

3. Lessee reserves the right to terminate this Lease by giving written notice to the Lessor at least six (6) calendar days prior to the beginning of the Lease Term.
4.
 - a. **November 5, 2024, Early Voting and Election Day – Rental Costs**
Lessee shall pay Lessor up to **\$4,000.00** for custodial and security services for use of the Premises for **Early Voting and Election Day**, which includes any other applicable costs or fees. Any fees invoiced that are in excess of the amount stated above are subject to approval by the Elections Administrator, the Dallas County Auditor, and/or the Dallas County Commissioners Court.

_____ Please initial if no fees will be invoiced to Lessee.
 - b. As the reimbursing authority, the Elections Administrator is entitled to an itemized statement of charges before making remittance to the owner of a public building. Texas Election Code Section 43.033(b). Please note that for any custodial or security services charges, an itemized statement including the custodian(s)' or security guard(s)' full name(s), employer(s), rate(s) of pay, hours worked, and the location(s) worked



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are required for payment. No exceptions will be made to this policy. An entity that owns or controls a public building shall make the building available for use as a vote center in any election that covers territory in which the building is located. Texas Election Code Section 43.031(c). No charge, including a charge for personnel, utilities, or other expense incurred before or after regular business hours may be made for the use of a public building as a vote center if the day of Election Day is on a day on which the building is open for business. Texas Election Code Section 43.033(a).

- c. To ensure timely payments, the Lessor shall complete and submit a W9 to the Lessee and register in the Dallas County vendor portal. The Lessor shall fill out and submit the itemized cost invoice which is attached and incorporated herein for all purposes as **Attachment B**.
- d. **Attachment B** will be used as your invoice for payment. The Lessor shall submit their invoice within ten (10) calendar days after the Election Day specified above. Invoices will be paid thirty (30) calendar days after receipt.
5. Lessor must allow Lessee to deliver, store, and collect election equipment to and from the Premises as described in paragraph 2. During the period in which election equipment is on the Premises, the storage room provided by the Lessor must be a location that is protected from physical damage, theft, and tampering.
6. The voting room and storage room assigned in this Lease must be the room used during the Lease Term. The voting room and storage room must be an enclosed area or room with entrances and exits that can be sufficiently monitored to prevent unauthorized entry of individuals. If the voting room or storage room is substituted with another room for any reason, then the Lessor must notify Dallas County Elections within forty-eight (48) hours of the decision. The substituted room must meet similar capacity and accessibility requirements as the original assigned voting room or storage room. Changes to the voting room or storage room cannot be made less than three (3) business days prior to the commencement of the Lease Term as defined in paragraph 2.
7. Lessee shall surrender the Premises to Lessor at the end of the Lease Term in as good condition as at the beginning of the Lease Term, except for ordinary wear and tear or loss by fire, flood, or other casualty. If the Premises are rendered untenable as a vote center by fire, flood, or other casualty, or by any legal requirements or prohibitions of state or federal law or regulations, during the Lease Term, then this Lease thereby shall be automatically terminated, and Lessee shall only be chargeable with pro-rata rent to the date of such fire, flood, or other casualty or any such state or federal law or regulations.
8. Notices from the Lessee to the Lessor shall be sent in writing by U.S. Mail to the address in the Lessor's signature block below. Notices from Lessor to Lessee shall be sent in writing by U.S. Mail to Elections Administrator, 1520 Round Table Dr. Dallas, TX 75247. All notices under this Lease shall be deemed presumptively delivered five calendar days after being placed in the U.S. Mail, if sent by U.S. Certified Mail, return receipt requested.
9. During the Lease Term, Lessor shall provide for the Premises sufficient heat and air conditioning; plumbing in good working order, including potable water and bathrooms; a roof in good repair; janitorial/custodial services; electricity; natural gas required for heating; and electrical outlets and lighting in good working order. Additionally, entrance to the Premises shall be Americans with Disabilities Act ("ADA") compliant. The voting room within the Premises shall be free of barriers and is also to be in an ADA compliant space. During voting hours, any entrances to the voting room shall be unlocked and freely accessible by any voter. In accordance with Section 61.014 of the Texas Election Code, any security cameras or any other device capable of recording sound or images shall be disabled or tuned off during voting hours.
10. Each provision of this Lease of the Premises shall extend to and shall bind and inure to the benefit and obligation not only of Lessor and Lessee, but also to the benefit and obligation of their respective heirs, legal



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representatives, successors, and assigns. The words "Lessor" and "Lessee" whenever used shall be construed to mean, respectively, Lessor or Lessee, their successors and assigns (subject to the provisions of this Lease relative to assignments), or any one or more of them in all cases where there is more than one, and the necessary grammatical changes required to make the provisions apply either to for-profit or non-profit corporations, limited liability companies, limited or general partnerships, or other business organizations or entities, or individuals, shall be assumed in all cases as though in each case being fully expressed.

11. If any provision of this Lease of the Premises is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected. This Lease of the Premises shall be governed by Texas law and exclusive venue for any claim related to this Lease of the Premises shall only lie in the State of Texas District Courts in and for Dallas County, Texas.
12. **This Lease is expressly made subject to the Governmental immunity of Lessor, the Dallas County Elections Administrator, and Dallas County, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Lease is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the Lessor, Dallas County or the Dallas County Elections Administrator have by operation of law, or otherwise.**
13. The undersigned Lessor represents to the Elections Administrator of Dallas County, Texas that the Premises HAVE or DO NOT HAVE lawful signs posted prohibiting the possession of firearms on the Premises. [ONE BOX ONLY MUST BE CHECKED.]
14. The undersigned Lessor represents to the Elections Administrator of Dallas County, Texas that the undersigned has the legal authority, in the undersigned's own right, or on behalf of the business organization listed below, to Lease the Premises for use as a vote center for the Lease Term.

ELECTIONS ADMINISTRATOR

Heider Garcia

10/03/2024

Date

Elections Administrator
Dallas County, Texas
Phone: 214-819-6332
Fax: 214-819-6301

LESSOR OF PREMISES FOR VOTE CENTER

Facility Manager (Signature)

9-3-2024

Date

Shanice Jennings

Name

City of Irving

Business

825 W. Irving Blvd

Address

Irving TX 75060

City, State, and Zip

Sjennings@cityofirving.org

Email, Phone

817-707-1172



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Attachment A: List of Participating Political Entities

- 1) City of Dallas (COD)
- 2) City of Hutchins (COH)
- 3) City of Irving (COI)
- 4) City of Glenn Heights (CGH)
- 5) Coppell ISD (CpISD)
- 6) City of Balch Springs (COBS)
- 7) University Hill Municipal Management District (MMD)



DECLINATION OF USE OF FACILITY
NOVEMBER 5, 2024 ELECTIONS

Sec.43.031 (as amended) of the Texas Election Code mandates that if an entity owns or controls a public building, the entity shall make the building available for use as a polling place in any election that covers territory in which the building is located.

If declining use as a vote center, please complete below:

Name and title of person declining facility use: _____

Reason for declination: _____

Alternate Facility Available: _____

Signature

Date