

FT. BEND COUNTY EARLY VOTING & ELECTION DAY EXPENSES**SMART FINANCIAL CENTRE****FINAL INVOICE****SECURITY**

24 Hr. Security October 12 thru Nov. 4
552 hrs @ \$28.00 \$ 15,456.00

Early Voting Security
One Guard October 12 - 8 hrs
Two Guards During open hours - Oct. 13-30
444 hrs @ \$28.00 \$ 12,432.00

Election Day Security
Four Guards @ 14 hr. each
56 hrs @ \$28.00 \$ 1,568.00

HOUSEKEEPING

Two during open hours plus pre and post
418 hrs. @ \$19.80 \$ 8,276.40

UTILITIES

23 days @ \$220 \$ 5,060.00

COVID SUPPLIES

20 Days @ \$100 \$ 2,000.00

EQUIPMENT RENTAL (Stanchions) \$ 500.00

MATS \$ 1,000.00

VENUE SUPERVISOR

20 Days @ \$300/day \$ 6,000.00

ADDITIONAL:

Venue Rental - October 13
Approved by Brian Middleton \$ 25,000.00

TOTAL COST \$ **77,292.40**

LICENSE AGREEMENT FOR VOTER POLLING SITES

AGREEMENT made as of _____, 2020, between ACE SL, LLC (hereinafter referred to as "Licensor"), and **Fort Bend County, Texas** (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Licensee desires to conduct the Event (as hereinafter defined) which requires certain facilities (hereinafter defined as the "Premises"); and

WHEREAS, the Premises are available at Smart Financial Center at Sugar Land, 18111 Lexington Boulevard, Sugar Land, Texas 77479 and Licensor has the authority to grant a license to such Premises; and

WHEREAS, the parties desire to enter into an agreement whereby Licensor will make the Premises available to Licensee for the Event.

Now, therefore, Licensor hereby grants Licensee a license, subject to the terms and conditions hereinafter provided, to use the Premises as specified herein. This license may be revoked upon forty-five (45) days by written notice provided by either the licensor or licensee to the other party.

I. FACILITIES

Licensor hereby grants to Licensee permission to use the following space at the Smart Financial Centre at Sugar Land (hereinafter referred to as the "Premises"), on the date(s) and at the time(s) specified:

A. Description of Space(s): _____

B. Date(s): Monday, October 12, 2020 through Friday, November 5, 2020 for Early Voting to occur between October 13 – October 30, 2020 and on Election Day, November 3, 2020.

C. Time(s): Between 5:00 AM and 10:00 PM each day

II. USE

The Premises are to be used by Licensee for the sole purpose of: **Voter Polling Site** (hereinafter referred to as the "Event") and for no other purpose.

III. FEES/PAYMENT

A. Licensor acknowledges that it shall be entitled to receive reimbursement for all expenses incurred by Licensor in connection with making the Premises available to Licensee for the Event and any support requested by Licensee for the Event. Licensor's list of estimated costs are attached as Schedule A.

IV. TERM

A. The Parties agree that the term of this License Agreement shall commence upon execution and continue for a term of one (1) year unless sooner terminated as provided for herein and may be extended upon mutual agreement of the Parties.

V. COMPLIANCE WITH LAWS/RESTRICTIONS ON USE

A. Without limiting any other provisions of this License, the Licensee, at its expense, will at all times maintain and keep the premises now or hereafter erected or placed thereon, in compliance with all federal, state, and local laws, rules and regulations, and the Licensee agrees, to the extent permitted by Texas law, to indemnify, hold harmless and defend the Licensor from and against any and all suits, actions, proceedings, fines, claims, arising from or alleged to arise from a violation of any such federal, state, and local laws, rules and regulations, unless and except where such violation shall have been caused by the fault of the licensor.

B. Licensee covenants and agrees to abide by, conform to, and comply with all of the applicable laws, rules, and regulations and the rules, regulations and policies of Licensor, and will not do nor suffer to be done anything on the Premises during the term of this Agreement in violation of any such laws, rules, regulations or policies. **Notwithstanding the foregoing, Licensor may not restrict electioneering activities at the Premises in a manner that violates Texas law.**

VI. INDEMNIFICATION

To the extent permitted by Texas law, the Licensee shall represent, defend, hold harmless and indemnify the licensor against any claims for personal injury or property damage arising out of the use of the premises by the Licensee, provided however that this obligation of the Licensee shall not extend to any injury or damage to the extent caused by the gross negligence of the licensor, its officers, employees or agents. The licensor shall provide the Licensee with written notice of the filing of any claim that is subject to this Agreement within thirty (30) days or receipt of such claim, and shall cooperate and assist the Licensee in the defense of the claim. Failure by the licensor to provide such written notice and cooperation shall not relieve the Licensee of its obligation to represent, defend, hold harmless and indemnify licensor under this Agreement, except to the extent that such failure materially prejudices the Licensee's ability to defend such claim.

So long as the Licensee has assumed the defense of any such claim, and is defending such claim in good faith, the Licensee shall Have the exclusive right, in its sole discretion, to settle any such claim, either before or after the initiation of litigation, at such time and on such terms as the Licensee deems appropriate, provided that such settlement does not impose any obligations on the licensor and provides for a release of licensor reasonably satisfactory to licensor. The licensor also shall not be required to enter into any such settlement that does not include an unconditional release of the licensor of all liability in response of such claim. If the licensor is entitled to indemnification against a claim, and the Licensee fails to assume the defense of the claim pursuant to this paragraph, the licensor shall have the right, without prejudice to its right of indemnification hereunder, to contest, defend, and litigate such claim, provided that the licensor may not settle such claim without the prior written consent of the Licensee, such consent not to be unreasonably withheld. Nothing herein shall constitute a waiver of the sovereign immunity of Fort Bend County, Texas in any way whatsoever.

Notwithstanding anything contained herein to the contrary, the provisions of this Section VI shall survive any termination or expiration of the term of this Agreement.

VII. UTILITIES

Licensor agrees to provide all ordinary electricity, water and air conditioning, if available, and heat to the Premises.

VIII. DAMAGE

Licensee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition.

IX. AS IS

Licensee agrees to accept the Premises "as is" after having inspected the Premises, or waived such inspection, and finds the Premises suitable for the use for which permission is granted herein.

X. ASSIGNMENT PROHIBITED

Neither this Agreement, nor any of the rights of Licensee hereunder may not be assigned or transferred without the prior written consent the parties.

XI. ADVERTISEMENTS

Licensee shall not use the name of Licensor in any advertisement or in any other written or oral communication, except that Licensee may provide the name and address of the Premises as the location for the Event.

XII. RELATIONSHIP OF PARTIES

Nothing contained herein, nor any act of the parties, shall be construed as creating a partnership, joint venture or association of any kind, nor a relationship of landlord and tenant between Licensor and Licensee. The only relationship intended to be created by this Agreement is that of independent contractor. Licensee shall in no way represent to others, either orally, in writing, or in advertisements or promotional material of any kind that there is any relationship between Licensee on the one hand and Licensor on the other. The use of the name of Licensor, is permitted only for the purpose of stating where the event will take place. Licensor will accept no deliveries on behalf of Licensee without prior arrangement.

XIII. NOTICES

Any notice required or permitted to be given to a party under this License Agreement, shall be deemed given when delivered personally, by overnight courier, by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier) or upon receipt when mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

Licensor: The Ambassador Theatre Group
630 Ninth Avenue, Suite 800
New York, New York 10036
Attn: John Rogers

Licensee: Fort Bend County, Texas
301 Jackson Street
Richmond, Texas 77469
Attn: County Judge

XIV. MODIFICATIONS

Any change, addition, or alteration to this Agreement shall not be binding unless made in writing and signed by BOTH PARTIES.

XV. ENTIRE AGREEMENT

This Agreement contains all of the terms of the understanding between the parties hereto and shall not be binding until signed by Licensor and Licensee.

XVI. GOVERNING LAW

This Agreement shall be governed by the laws of The State of Texas.

XVII. AUTHORIZATION

The parties represent that the persons signing this Agreement have been duly authorized to do so.

LICENSEE:

By: Jaime Kovar
(Signature)
Name: Jaime Kovar
Title: Purchasing Agent
Date: 10/5/2020

LICENSOR:

By: J. A. Rogers
Name: John Rogers
Title: General Counsel
Date: 10/2/20

ATTEST:

By: _____
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 43,144 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Schedule A
Estimated Costs

SECURITY

Advance Polling
2 men @ \$28 @ 13 hr @ 28 days 20,384

Election Day + 1
4 men @ \$28 @ 13 hr @ 2 days 2,912

CLEANING

2 men @ \$18 @ 8 hr for 31 days 8,928

UTILITIES

\$220/ day for 31 days 6,820

COVID SANITARY SUPPLIES

\$100/ day for 31 days 3,100

SIGNAGE 1,000

ESTIMATED TOTAL \$43,144

Assumptions:

- City of Sugar Land provides one officer for outside security prior to election day and two (2) on election day.
- Ft. Bend County provides all necessary polling personnel.
- Estimate will be adjusted to reflect actual number of days utilized.