

SOP Number ES008

SOP Title Reserving Space on Campus for Voting Sites

	NAME	TITLE	SIGNATURE	DATE
Author	Carrie Coursey	Event Services Manager		6/21/23

PURPOSE

Responding to requests for reserving space on campus for voting sites. The purpose of this internal procedure is to provide Event Services personnel the process by which to select the appropriate venue for a voting site on the campus of Texas A&M University-Corpus Christi.

1. INTRODUCTION

This procedure was developed to ensure that voting site requests are in compliance with the policies and requirements of the elections department making the request.

2. SCOPE

This procedure applies to all Event Services personnel responsible for assisting clients with reservation requests for facilities and services on campus.

3. RESPONSIBILITIES

The responsibility of Event Services is to locate and secure the appropriate voting site on campus.

4. SPECIFIC PROCEDURE

A. Request that the elections department complete the RFP form at the following link:

[Request for Facilities and Services](#)

B. After receipt of the RFP, within 1-2 business days, contact the elections department representative and review and discuss the needs for the voting site per their rules and policies.

C. Search for venue on campus to meet the requirements of the elections department and the following pursuant to state law:

Texas voting sites selected on campus must be accessible:

- a. Polling places should support voters, not hinder them. Polling places will meet strict accessibility standards, including:
 1. A location on the ground floor that can be entered from the street or via an elevator with doors that open at least 36 inches.
 2. Doors, entrances, and exits used to enter or leave the polling place that are at least 32 inches wide.

Reserving Space on Campus for Voting Sites

3. Any curb next to the main entrance to the polling place must have curbs-cuts or temporary non-slip ramps.
 4. Stairs necessary to enter or leave the polling place must have handrails on each side and a non-slip ramp.
 5. Removal of all barriers such as gravel, automatically closing gates, closed doors without lever-type handles, or any other barrier that impedes the path of a person with physical disabilities to the voting station.
 6. Curbside voting is offered to voters that are physically unable to enter the polling place. Curbside voting area will be in the parking area near the polling place.
 7. Wireless communications devices are not allowed to be used by persons within 100 feet of the voting stations.
 8. Persons are not allowed to use mechanical or electronic devices to record sound or images within 100 feet of the voting stations.
 9. Electioneering or loitering is not allowed during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located.
- D. Reserve venue on campus.
- E. Provide the elections department with the site/room information.
- F. Elections department will require the completion of an acknowledgement form. Refer to Exhibit 1 as an example.
- G. Request from the elections department an estimated time for the drop-off and pick-up of equipment.
- H. Meet with the election judge/clerk to do a walk-through of the venue and establish a time for equipment set-up.
- I. Connect with the University Police Department to schedule the opening and closing of the voting site for each day of the election.
- a. UPD will need to unlock the room upon arrival of the election judge/clerk and upon departure each day.
- J. An Event Services coordinator will be assigned to the event and will exchange contact information with the election judge/clerk. Please note that that the Event Services coordinator is not allowed to be present in the polling place during the voting. But will be on-call if needed by the election judge/clerk to resolve any issues.
- K. Following election, the Event Services coordinator will follow-up with the election judge/clerk and elections department on the pick-up of the equipment and to receive feedback on their experience on campus.
- L. There is no billing/cost for facilities and services for election voting sites on campus pursuant to state law. Elections Department will need to complete a Facilities Use Agreement TAMU-CC agreement and provide insurance as noted in the agreement. Refer to Exhibit 2 as an example.

5. FORMS/TEMPLATES TO BE USED

[Request for Facilities and Services](#)

6. INTERNAL AND EXTERNAL REFERENCES**6.1 Internal References**

University Procedure 41.01.01.C0.01 *Use of University Facilities*

External References

[Nueces County, Texas Elections Department](#)

<https://www.votetexas.gov/voters-with-special-needs/index.html>

Reserving Space on Campus for Voting Sites

<https://www.sos.texas.gov/elections/laws/advisory2020-06.shtml>

<https://statutes.capitol.texas.gov/Docs/EL/htm/EL.61.htm>

7. DEFINITIONS

Electioneering – is the visible display or audible dissemination of information that advocates for or against any candidate or measure on the ballot.

8. EXHIBITS

Acknowledgement Form - Nueces County

Facilities Use Agreement - Texas A&M University-Corpus Christi



Exhibit 1

Kara Sands

COUNTY CLERK

Nueces County Courthouse
P.O. Box 2627
Corpus Christi, TX 78403
Office: (361) 888-0385

E-mail address:
kara.sancls@nueccsco.com

County Clerk Homepage:
<http://www.co.nueces.tx.us/countyclerk/>

November 22, 2022

This letter is submitted to confirm the use of your facility as an Early Voting location for the **December 13, 2022, City of Corpus Christi Runoff Election**. Election equipment is scheduled to be delivered up to one week prior to the start of early voting. The equipment will need to be accepted and stored in a secure location for up to two weeks after Election Day. **The election workers will need to gain access into the building at least one hour prior to opening polls daily.**

Voting equipment must be set up in the location with the strongest cell signal. Once the best location has been established, please let us continue to work together to ensure the location remains consistent. You may provide a suggested location on the attached form.

The following are the dates and times polls will be open at your facility:

December 5th. 9th

7:00am - 7:00pm

If you have any questions or need additional information, please call me at (361) 888-0865. Thank you in advance for your prompt reply and for allowing Nueces County the use of your facility.

Sincerely,
Brianna Riojas
Elections Coordinator



Kara Sands

COUNTY CLERK

Nueces County Courthouse
P.O. Box 2627
Corpus Christi, TX 78403
Office: (361) 888-0385

E-mail Address:
kara.sancls@nuecesco.com

County Clerk Homepage:
<http://www.co.nueces.tx.us/countyclerk/>

Early Voting Location Acknowledgement Form

I hereby acknowledge receipt of your letter requesting the use of our facility as an Early Voting Polling Location for the **December 13, 2022, City of Corpus Christi Runoff Election** and agree to its use by the Nueces County Clerk's Elections Department for the stated dates and times.

Name of Facility: Texas A&M University-Corpus Christi

Suggested Room: Carlos Truan Natural Resource Center (NRC) Room 1003

Location Address: 6300 Ocean Drive, Corpus Christi, Texas 78412

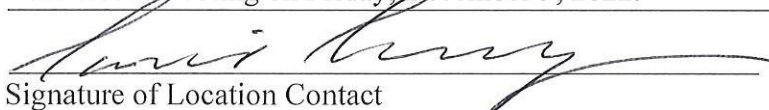
Location Phone: 361-825-2989 (office); 361-249-6035 (mobile)

Contact Person: Carrie Coursey

After Hour Contact Number (**Must** be a Cell Phone): 361-249-6035

E-mail: carrie.coursey@tamucc.edu

Special Instructions: Candidates may place campaign signs on Campus beginning on Friday, December 2, 2022. Candidates must remove signs within 24 hours following the close of voting on Friday, December 9, 2022.


Signature of Location Contact

Carrie Coursey

Printed Name (Please write legibly)

November 30, 2022

Date

PLEASE ADD SPECIAL INSTRUCTIONS IF THERE IS A DESIGNATED AREA FOR CAMPAIGN SIGNS, ALSO PROVIDE THE DATE CANDIDATES CAN PUT UP AND TAKE DOWN THEIR SIGNS.



**TEXAS A&M UNIVERSITY – CORPUS CHRISTI
FACILITIES USE AGREEMENT**

This Facilities Use Agreement (“Agreement”) shall become effective upon final signature between **Texas A&M University – Corpus Christi**, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (“TAMU-CC”) and **Nueces County Elections** (“Licensee”).

In consideration of the covenants and agreements contained herein, TAMU-CC and Licensee agree as follows:

1. Grant of License: TAMU-CC grants to Licensee a license to use the space described below, subject to the terms and conditions of this Agreement, for the purpose of **Joint Constitutional Elections** (the “Event”). Licensee must not change the function or activity described herein without a written amendment to this Agreement signed by TAMU-CC and Licensee.

2. Licensed Space: This license covers only the following space (collectively, the “Licensed Space”):

Natural Resource Center – Conference Room 1003

100 maximum occupancy

This Agreement does not entitle Licensee or Licensee’s officers, employees, agents, contractors, or invitees to occupy, enter or use any area, facility or equipment not included within the above description of the Licensed Space.

3. Term: The period during which Licensee is entitled to use the Licensed Space is herein called the “Term.” All set-up and take-down activities in the Licensed Space must occur during the Term. The Term of this Agreement is as follows:

<u>Date</u>	<u>Commencement Time</u>	<u>Termination Time</u>
<u>Tuesday, November 7, 2023</u>	<u>7:00 a.m.</u>	<u>7:00 p.m.</u>

4. Fees:

a. Licensee agrees to pay TAMU-CC a **\$0.00** fee as consideration for Licensee’s use of the Licensed Space and Service Costs (See, Exhibit 1) for the purpose described above (the “Fee”). The Fee must be paid no less than 10 business days prior to the Event.

b. _____ (check if applicable) Licensee agrees to pay TAMU-CC a Security personnel fee of \$0.00 (\$_____ per hour) and must be paid no less than 10 business days prior to the Event.

c. _____ (check if applicable) Licensee agrees to pay TAMU-CC a cleaning fee of \$0.00 (\$_____ hour) and must be paid before [] and/or immediately following [] the event.

d. _____ (check if applicable) Cleaning/custodial fees are inclusive of the total fee specified in §4.a.

5. **Deposit:** At the time of execution of this Agreement, Licensee must pay TAMU-CC, as a deposit, the sum of **\$0.00** which will be credited to expenses such as the Fee or any other amounts due to TAMU-CC hereunder.

6. **Overtime:** Licensee must pay to TAMU-CC as an additional fee the sum of \$0.00 for each hour or fraction of an hour that Licensee or Licensee's officers, employees, agents, contractors, or invitees remain in the Licensed Space beyond the Term.

7. **Payments:** Licensee must make all deposits and payments under this Agreement by certified check, bank money order, or business check made payable to "TEXAS A&M UNIVERSITY – CORPUS CHRISTI" and delivered to TAMU-CC at the following address:

Texas A&M University – Corpus Christi
Attn: Event Services
6300 Ocean Drive, Unit 5741
Corpus Christi, Texas 78412

8. **Utilities, Operating Personnel, Services, and Equipment:** TAMU-CC will furnish customary heating, lighting, water, electricity, and air conditioning for the Licensed Space. TAMU-CC will have the sole right to provide, at Licensee's expense, personnel and services (including custodial) in connection with Licensee's use of the Licensed Space. TAMU-CC may also provide, at Licensee's expense, such equipment as Licensee must timely and reasonably request at rates specified on the Services and Equipment Schedule attached hereto as Schedule "A" and incorporated herein by reference. Any expenses due from Licensee must, at TAMU-CC's option, be paid upon presentation of an invoice at the conclusion of the Event or within 10 days following Licensee's receipt of an invoice from TAMU-CC.

9. **Insurance:** Licensee must obtain and maintain during the Term of this Agreement or longer a commercial general liability insurance policy that designates **TAMU-CC, the Board of Regents of The Texas A&M University System, and The Texas A&M University System as additional insureds**, and that provides at least the following minimum coverage: \$1,000,000.00 per occurrence, \$2,000,000 aggregate, and \$1,000,000 personal/advertising injury. Such coverage must be written on an occurrence basis and must not be cancelable without 30 days' prior written notice to TAMU-CC. All coverage must be underwritten by companies authorized to do business

in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance coverage, TAMU-CC will not be deemed or construed to have assessed the risk that may be applicable to Licensee under this Agreement. Licensee must assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Licensee is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Licensee must provide to TAMU-CC a certificate of insurance attesting to the existence of a policy or policies providing coverage described in the preceding paragraph no later than five (5) days prior to the Event. Licensee must provide to TAMU-CC a certified copy of said policy or policies upon request. Failure to comply with these requirements may result in termination of this Agreement for cause by TAMU-CC. **Certificates of insurance will be electronically transmitted to contracts@tamucc.edu and to event.services@tamucc.edu**

10. Alcoholic Beverages: Licensee will not sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Licensed Space or any part of the surrounding premises without prior written consent of TAMU-CC and then only in accordance with the rules and regulations promulgated by TAMU-CC and in compliance with the laws of the State of Texas, including the Policies and Regulations of the Board of Regents of The Texas A&M University System. Licensee must be solely responsible for procuring any and all necessary licenses, including but not limited to licenses from the Texas Alcohol Beverage Commission, relating to the serving of alcohol and must obtain Liquor Liability Insurance for the Event if alcoholic beverages will be served. Licensee agrees that any Event at which beverages of alcoholic content are served will be monitored by police or security personnel selected by TAMU-CC. All charges for the services of police or security personnel will, at TAMU-CC's option, be paid by Licensee in advance, upon presentation of an invoice at the conclusion of the Event, or within 10 days following Licensee's receipt of an invoice for such charges.

11. Controlled Substances: Texas state law prohibits the sale, consumption, possession, importation, or transportation of controlled substances to or within the Licensed Space or any part of the surrounding premises and other state properties.

12. Occupancy Capacity: Licensee must not admit into the Licensed Space at any time a larger number of persons than approved by TAMU-CC. For this Event, the maximum approved occupancy for each room is set forth in Section 2 above.

13. Care of Property: Licensee must take good care of the Licensed Space and all property located therein and must leave the Licensed Space clean and orderly after use. Licensee will be liable for the cost of any repairs, restorations or replacements to the Licensed Space of TAMU-CC's property necessitated by Licensee's or Licensee's officers, employees, agents, contractors, or invitees' use, and Licensee must reimburse TAMU-CC for all such costs within three days after delivery of an invoice therefore.

14. Notices: Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: Texas A&M University – Corpus Christi
Attn: Event Services
6300 Ocean Drive, Unit 5741
Corpus Christi, Texas 78412

With a copy electronically transmitted to: Texas A&M University – Corpus Christi
attn: Contracts Administration
Email: contracts@tamucc.edu

Licensee: Nueces County Elections
attn: Brianna Riojas
901 Leopard St.
Corpus Christi, TX 78401
Email: Brianna.riojas@nuecesco.com

15. Custody of Property: In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Licensed Space by or for Licensee, TAMU-CC will act solely for the accommodation of Licensee and neither TAMU-CC nor any of its officers, employees or agents will be a bailee or liable for any loss, damage, or injury to such property.

16. Control of Premises and Right to Enter: In permitting the use of the Licensed Space, TAMU-CC specifically retains the right to enforce any and all laws, rules and regulations applicable to the Licensed Space, and representatives of TAMU-CC may enter any portion of the Licensed Space at any time and on any occasion without any restrictions.

17. Property Restrictions: Licensee must not use or permit the Licensed Space to be used for any purpose other than that set forth herein. Licensee further covenants and agrees:

- a. Licensee's use of the Licensed Space must be in accordance with TAMU-CC Rules and The Texas A&M University System Policies and Regulations, which can be found at <http://policies.tamus.edu>.
- b. Appropriate standards of dress and behavior will be observed at all times in the Licensed Space. Shirts and shoes must be worn at all times.
- c. All minors (children under the age of 18) involved in or attending the Event must be under the care and supervision of an adult at all times while in the Licensed Space.

- d. All activities in the Licensed Space must be conducted so as not to endanger any person or damage any property therein.
- e. All aisles, corridors, passages, vestibules, elevators, and stairways must be kept free and clear of obstructions and must not be used other than for ingress and egress.
- f. No alterations will be made to the Licensed Space.
- g. No confetti, glitter, glue, or flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance or laser lighting equipment will be used or permitted unless first been approved by TAMU-CC in writing.
- h. No candles are permitted in the Licensed Space.
- i. No carts, dollies or other equipment with metal casters are permitted in the Licensed Space or the surrounding premises.
- j. No smoking is allowed in or around the Licensed Space or the surrounding premises.
- k. No animals (except service animals) are allowed in or around the Licensed Space or the surrounding premises.
- l. No signs, messages or other materials may be posted, displayed, distributed, or announced in, on or adjacent to, the Licensed Space or surrounding premises without prior written approval of TAMU-CC.
- m. Outside audio-visual equipment such as projectors, etc., may not be brought into the Licensed Space. House equipment, with the exception of computers, must be used and operated by TAMU-CC personnel unless other arrangements are approved by TAMU-CC in writing.
- n. Any articles, exhibits, fixtures, materials, or displays of Licensee that have been previously approved by TAMU-CC must be brought into or taken out of the Licensed Space only at such entrances as may be designated by TAMU-CC.

18. Indemnification: LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TAMU-CC, THE TEXAS A&M UNIVERSITY SYSTEM, AND THEIR OFFICERS, REGENTS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS: FOR TAXES, LICENSE FEES, EXCISES, FINES AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY LICENSEE; FOR WAGES OR FRINGE BENEFITS OF LICENSEE'S EMPLOYEES OR CONTRACTORS; OR FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY THAT DIRECTLY OR INDIRECTLY RESULT FROM THE ACTS, OMISSIONS OR USE OF THE LICENSED SPACE OR SURROUNDING PREMISES BY LICENSEE OR LICENSEE'S OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR INVITEES. LICENSEE WILL NOT DO OR PERMIT TO BE DONE ANYTHING IN OR UPON ANY PORTION OF THE LICENSED SPACE OR SURROUNDING PREMISES OR BRING OR KEEP ANYTHING THEREIN OR THEREON WHICH WILL IN ANY WAY CONFLICT WITH THE CONDITIONS OF ANY INSURANCE POLICIES INSURING THE LICENSED SPACE OR SURROUNDING PREMISES OR ANY PART THEREOF AGAINST LOSS.

19. Cancellation for Cause by TAMU-CC: TAMU-CC may cancel this Agreement for cause, such as if Licensee fails to comply with the terms and conditions of this Agreement, fails on request to demonstrate in a manner acceptable to TAMU-CC that Licensee is willing and able to perform adequately all required duties and responsibilities related to the Event, or if any other

similar cause occurs that justifies cancellation, in the discretion of TAMU-CC. In any such event, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by TAMU-CC in connection herewith, must be made payable immediately to TAMU-CC by Licensee as liquidated damages and not by way of penalty.

20. Force Majeure: Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

21. Cancellation by Licensee or Failure to Take Possession: Unless otherwise agreed to by the parties, if Licensee cancels this Agreement or fails to take possession of or use the Licensed Space covered by this Agreement, no deposit or fee refund will be made, and all fees and expenses called for by this Agreement, including reimbursement for any disbursements or expenses incurred by TAMU-CC in connection herewith, must be paid to TAMU-CC by Licensee as liquidated damages and not by way of penalty within 10 days following Licensee's receipt of a statement for such charges.

22. Assumption of Risk: Licensee assumes the risk of any loss or damage to its property or the property of any person or entity authorized by it to be in the Licensed Space. TAMU-CC and its officers, employees and agents will not be responsible or liable for any loss of, or damage to, property while in the Licensed Space regardless of how the loss or damage is sustained.

23. Removal of Property: In the event Licensee fails, neglects, or refuses to remove its property from the Licensed Space prior to the expiration of the Term, said property will be deemed abandoned and TAMU-CC will have the right to move, place in storage, or otherwise dispose of any such property at the sole cost and expense of Licensee. Licensee hereby irrevocably constitutes and appoints TAMU-CC as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefore.

24. Waivers and Modifications: No waiver of any provision hereof will be effective unless stated in writing and signed by TAMU-CC and Licensee. No such waiver will constitute a waiver of the same provision on a subsequent occasion nor of any other provision of this Agreement. The delay or failure of either party to assert or exercise any right, remedy, or privilege hereunder will not constitute a waiver of such right, remedy, or privilege.

25. Miscellaneous Provisions:

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and no prior agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. No amendment to this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- c. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.
- d. By statute, mandatory venue for all legal proceedings against TAMU-CC is to be in the county in which the primary office of the chief executive officer is located.
- e. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- f. All contracts related to the Event, including contracts between Licensee and caterers, speakers, performers, managers and others, must be made available to TAMU-CC for review prior to the Event.
- g. Any claim or cause of action that accrues to any party under this Agreement will survive the termination of this Agreement.
- h. Should TAMU-CC commence suit against Licensee under the terms of this Agreement because of Licensee's breach thereof, Licensee agrees to pay TAMU-CC's reasonable attorneys' fees, costs, and expenses.
- i. The invalidity or illegality of any part of this Agreement will not affect the validity or force of any other part hereof.
- j. The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.
- k. Time, and especially time of payment of monies due from Licensee, will be of the essence of this Agreement.
- l. The parties are independent contractors in the performance of this Agreement and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other.

26. Force and Effect: This Agreement will have no force or effect unless fully executed by both parties. Licensee covenants and agrees that its failure to fully and faithfully perform all covenants and agreements hereunder will excuse TAMU-CC's continued performance.

27. Publicity: Licensee must not use TAMU-CC's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving TAMU-CC's prior written approval.

28. Status as State Agency: Licensee expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

29. Debarment: Licensee represents and warrants, to the best of its knowledge and belief, that neither Licensee nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's Excluded Parties List System. Licensee must provide immediate written notice to TAMU-CC if, at any time Licensee learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Licensee knowingly made a false representation, in addition to other remedies available to TAMU-CC, TAMU-CC may terminate this Agreement.

30. Conflict of Interest: By executing this Agreement, Licensee and each person signing on behalf of Licensee certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System's Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in this Agreement, or in the services, if any, to which this Agreement relates, or in any of the profits, real or potential, related thereto.

31. AGREEMENT NULL AND VOID: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS NULL AND VOID IF THE TERM EXCEEDS ONE YEAR OR THE FEE EXCEEDS \$50,000.00.

ACCEPTED AND AGREED:

Texas A&M University-Corpus Christi Nueces County Elections

By: _____
Name: Tammy Graham
Title: Contracts Coordinator
Dated: _____

By: Kara Sands
Name: Kara Sands
Title: County Clerk
Dated: 10/30/23

APPROVAL RECOMMENDED:

By: Linda Copado Rincon
Name: Linda Copado Rincón
Title: Event Services Coordinator
Dated: October 23, 2023

Exhibit 1

Nueces County Elections – Joint Constitutional Election
Tuesday, November 7, 2023
Natural Resource Center – Conference Room 1003

Exhibit 2

ITEM	DESCRIPTION	UNIT	QTY	COST/UNIT	TOTAL
Facilities	Natural Resource Center - Conference Room 1003 (6:30 a.m. - 7:30 p.m.)				\$0.00
	TOTAL				
	Event Services Fee	Costs	20%	\$0.00	\$0.00
	TOTAL PROJECT COSTS				\$0.00
All Cost Estimates are Subject to Change					