

EMERGENCY SERVICES AGREEMENT

This Emergency Services Agreement (“Agreement”), dated as of April 29, 2020 is between Nueces County (“County”) and Global Spectrum, LP (“Spectra”) for the use of The Richard M. Borchard Regional Fairgrounds, Exhibit Hall A, located in Robstown, Texas (“Venue”) for a period of time commencing April 30, 2020 and continuing through July 31, 2020 to automatically renew on a monthly basis (“Term”). County may terminate Agreement at its sole discretion upon seven (7) days notice to Spectra.

1. County owns the Venue and has granted Spectra the exclusive right to manage certain operations at the Venue pursuant to a certain management agreement executed between County and Spectra (“Management Agreement”).
2. County seeks to utilize the Venue or portions thereof (“Licensed Areas”) for the purpose of licensing it to a third party which will manage and operate an N-95 mask cleaning operation.
3. For the duration of the Term, County has directed Spectra to temporarily cease management operations and relinquish management and control of portions of the Venue to the County.
4. County agrees that Spectra’s duties and obligations set forth in the Management Agreement are suspended throughout the duration of the Term.
5. Throughout the Term, Spectra’s sole responsibilities, duties, and obligations to County with regard to the Venue are those set forth below.
6. For the avoidance of doubt, none of County’s duties and obligations under the Management Agreement are suspended during the Term, including, but not limited to any obligation to pay Spectra any management or other fees.

Accordingly, the parties agree as follows:

1. Spectra’s Duties. County and Spectra agree that, throughout the Term, Spectra shall have no management or operational responsibilities for the Licensed Areas. Spectra has provided access to the Licensed Areas to the County and will not interfere with the County’s operations. At the conclusion of the Term, Spectra shall arrange for a certified vendor to perform a deep clean and sanitization of the Venue, the costs and expense of which shall be borne by the County or County’s licensee.
2. Limitation of Liability. Spectra shall not be liable to any party for any claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees and expenses (“Claims or Costs”), occasioned in connection with, arising or alleged to arise from, wholly or in part, the County’s use, occupancy, licensing, or exercise of control of the Licensed Areas throughout the Term. None of Spectra nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of County or its employees, licensees, agents, volunteers, or invitees in connection with County’s use or licensing of the Licensed Areas hereunder. County acknowledges and agrees that all of its property or property of others in the Licensed Areas shall be used in the Venue at the sole risk of County, and County hereby waives and releases Spectra from any and all Claims or Costs related thereto to the fullest extent permitted by law. County or County’s licensee shall have sole access to Licensed Area. Spectra shall only enter in case of emergency. The provisions of this Section 2 shall survive the expiration or any earlier termination of this Agreement.
3. Indemnification. To the extent permitted by applicable laws: County hereby agrees to indemnify, defend, and hold harmless Spectra and each of its affiliates, and each of their respective partners, agents, officers, directors, employees, representatives, and contractors (collectively, the "Indemnitees") from and against any and all Claims or Costs, occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by County, or (ii) the exercise by County of the privileges herein granted, (iii) the use of the Licensed Areas by County’s or County’s licensee during the Term, or (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by County or any of its licensees, agents, owners, officers, directors, members, managers, representatives, contractors, employees, servants, guests, or invitees, persons assisting County (whether on a paid or voluntary basis) or any person admitted to the Venue by County, during the Term or any other time while the Venue (or any part thereof) is used by County. Parties agree that County’s obligation under this paragraph does not expand the County’s liability beyond the statutory limits of the Texas Tort Claims Act or under existing law. Nothing herein shall be construed as waiving County immunity. The provisions of this Section 3 shall survive the expiration or any earlier termination of this Agreement.

4. Miscellaneous. The recitals are incorporated into this Agreement. This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. Each party shall comply with all laws, regulations, statutes and ordinances applicable to it in connection with its business activities and performance under this Agreement. This Agreement shall be governed by the laws of the state in which the Venue is located, without regard to conflicts of law principles. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

The parties have signed this Agreement as of the date first written above.

Nueces County

By: _____

Name:

Title:

Attest:

County Clerk

SPECTRA

By: _____

Name:

Title:

Witness:

Printed Name: _____

