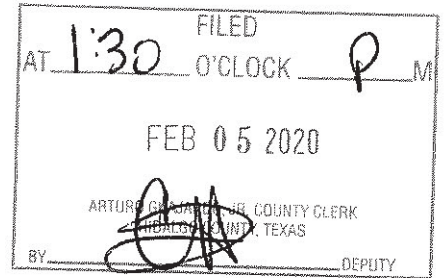


THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**LICENSE AGREEMENT
FOR
USE OF SPACE AT HIDALGO COUNTY PRECINCT 4 SAN CARLOS CRC BY A
NON-PROFIT ORGANIZATION FOR FOOD DISTRIBUTION SERVICES**

C-19-253-01-28

THIS LICENSE AGREEMENT (this “Agreement”) is made as of the 28th day of January, 2020, by and between County of Hidalgo, Texas, by and through Commissioner Precinct 4 (“the County”) and Food Bank of the Rio Grande Valley, Inc. (the “Licensee”) (referred to collectively as the “Parties”).

WITNESSETH:

WHEREAS, Hidalgo County is a “local government” and a political subdivision of the State of Texas; and

WHEREAS, Licensee is a private not for profit organization qualifying under section 501(c)(3) that provides food distribution services and resources to the community as part of its program (“Services”).

WHEREAS, the Parties share a mutual goal of improving the health and welfare of the citizens of Hidalgo County and believe the constituents of Hidalgo County will benefit from the resources contemplated herein; and

WHEREAS, County owns the property located at Hidalgo County Precinct 4, Edinburg, Hidalgo County, Texas with a street address of “**San Carlos CRC aka Endowment Center 107 Sunflower Road Edinburg, Texas 78542**”; and

WHEREAS, County offered to qualifying non-profit food distribution organizations a license for use of a portion of said property to provide Services to constituents of Hidalgo County Precinct 4. (See Exhibit “A” Request for Production (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes)

WHEREAS, The property that the County desires to provide a license for use by a non-profit organization for food distributions services is more particularly described in Exhibit A and Exhibit B: Response page, both are attached hereto and incorporated herein at this point for all purposes (the “Licensee Area”).

WHEREAS, this Agreement is entered into in the spirit of cooperation and collaboration by the Parties to describe how their services and resources will be utilized to serve the citizen of Hidalgo County, including individuals who may benefit from the services provided by both Parties.

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee, as a non-profit organization, a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of providing food distribution services for the Constituents of Hidalgo County. (The "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein. The Parties agree that neither will receive compensation from the other for performing the terms of this Agreement.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the license Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the Non Profit business under this Agreement shall apply only to the Licensee Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee of the use of the License Area. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of itself and its heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area and Licensee hereby waives and releases any such claim.

3. Term. The initial term of the lease shall be for **two (2) years**, from the date the license is issued as of the effective date above. Hidalgo County Commissioner's Court at its sole discretion may extend the license for an additional **two (2) year** extension under same terms and conditions. The County has the option to extend for a sixty (60) day grace period at the end of the agreement for unforeseen delays under the same terms and conditions, if applicable. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

4. Limitations/Restrictions on License Area.


EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY:

By: Richard F. Cortez
Hon. Richard F. Cortez, County Judge

LICENSEE: ORGANIZATION'S NAME

By: Libby Salinas
Printed Name: Libby Salinas
Title: Chief Program Officer



ATTEST
Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
DATE: 1-28-20 MM

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: Robert Viña, III
Robert Viña, III, Assistant District Attorney