

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN  
COUNTY OF HIDALGO & MUJERES UNIDAS/WOMEN TOGETHER FOUNDATION, INC.  
C-00-219-12-11**

**THIS FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO**, (hereinafter referred to as “County” or “Lessor”) and **MUJERES UNIDAS/WOMEN TOGETHER FOUNDATION, INC.** (hereinafter referred to as “Lessee”) is made and entered into this **07<sup>th</sup> day of March 2023**, for the lease of office space located on County property at 511 N. Cynthia Rd., McAllen, Texas to Lessee.

**WHEREAS**, Mujeres Unidas/Women Together Foundation, Inc. is a Texas Non-Profit Corporation with offices in Hidalgo County, Texas;

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

**WHEREAS**, in December of 2000, Lessor and Lessee entered into a long term Lease Agreement with an option to renew and extend the lease for an additional term period.

**WHEREAS**, the Lease Agreement allowed Lessee to use the premises for construction and operation of emergency shelter and programs for women and children who are victims of family violence and sexual assault;

**WHEREAS**, as part of the Lease Agreement, Lessee constructed a Community Building on the Leased Premises which according to the Lease Agreement is to become property of the Lessor upon the termination of the Lease;

**WHEREAS**, upon the conclusion of the initial term, the contract entered a holdover status on the basis of a tenancy at sufferance, subject to all of the terms and conditions of the Lease Agreement;

**WHEREAS**, Lessor and Lessee now desire to renew and extend the term of the Agreement for an additional term period subject to the same terms and conditions found in the Lease Agreement, as amended below;

**WHEREAS**, the Lease Agreement may be amended in writing and duly executed by the Parties; and

**WHEREAS**, the parties agree that these measures serve a public purpose and are necessary to allow for the continued operation of the community based program which is for the direct benefit of the health, safety and welfare of the citizens of the County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions

hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Lessor and Lessee hereby agree to exercise the option to renew and extend the Lease Agreement for an additional twenty (20) year period on the same terms and conditions as provided in the Lease Agreement except as hereinafter amended. The extension period shall commence on **March 07, 2023**, and end on **March 06, 2043**.
2. The Lessor's contact information included in Section 15.1 Notices and Addresses is amended as follows:

Lessor:

County of Hidalgo  
Attn: County Judge  
100 E. Cano St., Second Floor  
Edinburg, Texas 78539

Lessee:

Mujeres Unidas/Women Together Foundation, Inc.  
Attn: Estella DeAnda, Executive Director  
420 N. 21<sup>st</sup>. Street  
McAllen, Texas 78501

3. Article 15. MISCELLANEOUS is amended to include the following provisions:

**15.13 ADA Compliance.** Lessee shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended. Any contest by Lessee of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to County, and shall not subject the County to criminal/civil prosecutions or penalties or encumbrance the Premises in any way.

**15.14 Commitment of Current Revenues Only (If Applicable).** In the event that, during any term hereof, the Commissioners Court of Lessor does not appropriate sufficient funds to meet the obligations of Lessor under this Agreement, Lessor may terminate this Agreement upon sixty (60) days written notice to Lessee. Lessor agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**15.15 Immunities** It is expressly understood and agreed that, in the execution of this agreement, the County does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

**15.16 Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**15.17 Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and Lessee policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

**15.18 Required Contract Provision for Contracts Subject to Federal Award (if applicable).** To the extent applicable, the provisions of Appendix II to 2 CFR 200-Contract Provisions (2 CFR 200.327) and other federal requirements are incorporated by reference into this Agreement.

**15.19 Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Lessor and Lessee in accordance with its terms.

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

**APPROVED BY COMMISSIONERS' COURT ON March 07, 2023.**

**Agenda Item No. 89325**

**Executive Office: \_\_\_\_\_**

**MUJERES UNIDAS/WOMEN  
TOGETHER FOUNDATION, INC.**

**COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_  
Estella, DeAnda, Executive Director

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Robert Viña, III, ADA

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk