

**AGREEMENT FOR LEASE OF SPACE**

This Agreement for Lease of Space (this "Lease") is by and between **HIDALGO COUNTY**, a political subdivision of the State of Texas, as the landlord ("LANDLORD") and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as the tenant ("A&M SYSTEM"), for the use and benefit of Texas A&M Forest Service ("TFS").

**ARTICLE 1**  
**PREMISES**

**1.01 Exclusive Use.** LANDLORD, in consideration of the mutual covenants and obligations of this Lease, hereby leases to A&M SYSTEM the exclusive use of the following described property:

1,359 square feet of space situated in the Linn-San Manuel Emergency Services Facility-Precinct No. 4 (the "Building"), located at 21661 TX-186, Edinburg, Texas 78542 (the "Premises"), as depicted on Exhibit "A" attached hereto.

A&M SYSTEM, its employees, agents, representatives, clients, and other persons using its services are granted the non-exclusive use of the common areas in the Building.

**1.02 Parking.** LANDLORD will provide A&M SYSTEM with six (6) designated parking spaces.

**1.03 Tenant Improvements.** Intentionally deleted.

**1.04 Quiet Enjoyment.** LANDLORD covenants and agrees that so long as A&M SYSTEM is not in default under the terms of this Lease, A&M SYSTEM will peaceably and quietly have, hold and enjoy the Premises for the term of this Lease. LANDLORD will provide A&M SYSTEM with the necessary key fobs for entry into the Building.

**1.05 Taxes.** Unless exempt, LANDLORD is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Premises and/or the Building.

**1.06 Utilities.** LANDLORD is responsible for all utility charges serving the Premises.

**1.07 Trash and Janitorial Services.** LANDLORD, at LANDLORD's sole cost, will be responsible for all trash pick-up and the provision of janitorial services.

**1.08 Extermination Services.** LANDLORD, at LANDLORD's sole cost, will provide extermination services to the Premises at intervals specified by LANDLORD in writing to A&M SYSTEM. If the specified intervals are not sufficient to eradicate pests, LANDLORD will provide additional extermination service upon A&M SYSTEM's request.

**1.09 Telephone and Internet Services.** LANDLORD will provide, as currently installed, telephone conduits necessary for A&M SYSTEM's use of the Premises. A&M SYSTEM is responsible for all other equipment, fees, costs, and expenses related to providing telecommunication and internet service.

## ARTICLE 2 TERM

**2.01 Initial Term.** The term of this Lease will be five (5) years, commencing on January 1, 2024 (the "Commencement Date"), and ending on December 31, 2028 (the "Term"), unless sooner terminated in accordance with the terms of this Lease.

**2.02 Early Termination.** Either A&M SYSTEM or LANDLORD may terminate this Lease, with or without cause, by sending the other party thirty (30) calendar days' written notice of its intent to terminate.

**2.03 Property Removal.** Upon the termination of this Lease for any reason, A&M SYSTEM will have the right to remove its equipment and personal property from the Premises, and must leave the Premises clean and in a condition equal to the condition which existed on the Commencement Date, normal wear and tear excepted, and except for any damage caused by LANDLORD, its employees, agents and contractors. A&M SYSTEM may remove any fixtures or improvements which it constructed on the Premises so long as such removal does not materially damage the Building or the Premises. All movable equipment, furnishings, fixtures, apparatus and personal property may be removed in a manner so as to cause as little damage, as is reasonably possible, to the Building and the Premises.

## ARTICLE 3 RENT

**3.01 Rent.** During the Term of this Lease, A&M SYSTEM agrees to pay to LANDLORD, no later than the fifth day of each month, rent in the amount of ONE THOUSAND DOLLARS (\$1,000); provided that the first monthly payment is due on or before the Commencement Date. Rent is payable in advance to LANDLORD at the address set forth in Section 13.01, and rent for any partial month will be prorated.

**3.02 Availability of Funding.** This Lease may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of this Lease. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to A&M SYSTEM, A&M SYSTEM may terminate this Lease upon written notice to LANDLORD, or may assign this Lease, or sublet the Premises, or any part of the Premises, to another agency of the State of Texas, without further duty or obligation hereunder. LANDLORD acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

**ARTICLE 4**  
**COVENANTS AND OBLIGATIONS OF LANDLORD**

**4.01 Title to Premises.** **LANDLORD** covenants and agrees that it has good and sufficient title and exclusively holds the authority, right, and ability to rent, lease, or otherwise furnish the Premises to **A&M SYSTEM**. Additionally, **LANDLORD** warrants that the person executing this Lease on behalf of **LANDLORD** is authorized to do so, and that such person has the capacity to do so.

**4.02 Authority.** **LANDLORD** warrants and represents (if applicable) that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization, and is duly authorized to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Lease, and the individual executing this Lease on behalf of **LANDLORD** has been duly authorized to act for and bind **LANDLORD**.

**4.03 Compliance.** **LANDLORD** warrants and guarantees that **A&M SYSTEM's** intended use of the Premises as office and storage space, including but not limited to indoor parking for truck, tractor, and plow does not violate any current city, state or local ordinance or statute or any restriction placed on the Building.

**4.04 Environmental Condition.** **LANDLORD** warrants and represents that any use, storage, treatment or transportation of hazardous substances or materials that have occurred in or on the Premises prior to the Commencement Date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. **LANDLORD** additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of hazardous substances or materials has occurred in, on, or under the Premises, and that the Premises are free of hazardous substances and materials as of the Commencement Date.

**LANDLORD** will indemnify **A&M SYSTEM** from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for fees of attorneys, consultants, and experts) arising during or after the lease term from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM** or **A&M SYSTEM's** agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification includes any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct, or other acts of **A&M SYSTEM**, **A&M SYSTEM's** agents, employees, contractors, or invitees. This indemnification will specifically include any and all costs due to Hazardous Substances that flow, diffuse, migrate, or percolate into, onto, or under the Premises after the lease term commences.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Texas, or the United States Government. "Hazardous Substance" includes any and all material or substances

that are defined as “hazardous waste,” extremely hazardous waste,” or a “hazardous substance” pursuant to state, federal, or local governmental law. “Hazardous Substance” includes but is not restricted to asbestos, polychlorobiphenyls (“PCBs”), solvents, pesticides, and petroleum.

## ARTICLE 5 MAINTENANCE

**5.01 LANDLORD’s Maintenance Obligations.** **LANDLORD** must maintain, at its sole cost and expense, the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, must not permit or allow to remain any waste or damage to any portion of the Building or the Premises. **LANDLORD** must promptly repair any damage to the Building (expressly including the common areas, parking and landscaping) and the Premises, at its sole cost and expense, except damage arising from the act or negligence of **A&M SYSTEM**, its agents or employees, which will be the responsibility of **A&M SYSTEM**. For emergency and security purposes, and for maintaining the Premises, **LANDLORD** reserves the right, upon not less than twenty-four (24) hours’ notice to **A&M SYSTEM** (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

**5.02 LANDLORD’s Failure to Maintain.** In the event **LANDLORD** fails to maintain the Building and the Premises as required, **A&M SYSTEM** will give written notice thereof to **LANDLORD** and if **LANDLORD** fails to commence such maintenance within ten (10) days following receipt of such notice or neglects to prosecute the completion of such maintenance with reasonable diligence, **A&M SYSTEM** may perform such maintenance. **A&M SYSTEM** may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises. The costs incurred by **A&M SYSTEM**, must be paid by **LANDLORD** to **A&M SYSTEM** upon demand and if not paid to **A&M SYSTEM** within thirty (30) days after receipt by **LANDLORD** of a statement therefore, **A&M SYSTEM** may deduct such cost from subsequent installments of rent. **A&M SYSTEM** will also have the remedies set forth in Article 12.

## ARTICLE 6 CONDEMNATION

If a condemnation proceeding results in a partial taking of the Premises, and the remainder of the Premises is useful to **A&M SYSTEM** as determined by **A&M SYSTEM** in its sole discretion, then the rent specified in Section 3.01 will be equitably adjusted as of the date of the taking of possession by the condemning authority. If a condemnation proceeding results in a total taking of the Premises, then all rent and charges will be prorated to the date of the taking of possession by the condemning authority and this Lease will be terminated. Alternatively, if **LANDLORD** is able to provide space suitable for **A&M SYSTEM’s** use, in **A&M SYSTEM’s** sole opinion, **A&M SYSTEM** may elect to rent such space under the same terms, conditions, and rental amount as this Lease.

**ARTICLE 7**  
**DAMAGES**

**7.01 Damages to the Building or the Premises.** If the Building or the Premises are damaged by fire or other casualty, and **A&M SYSTEM** determines in its sole discretion that it is prevented from using the Premises in a manner reasonably comparable to its use immediately before such fire or other casualty, **A&M SYSTEM** may terminate this Lease by written notice to **LANDLORD** delivered within thirty (30) days following the date of such fire or other casualty. If **A&M SYSTEM** opts not to terminate this Lease, then **A&M SYSTEM** will give written notice to **LANDLORD** within that thirty (30) day period, and **LANDLORD** must, within twenty (20) days following the date of such written notice, commence to rebuild or restore the Premises to substantially the condition of the Premises prior to the fire or other casualty. If **LANDLORD** fails to complete the rebuilding or restoration within sixty (60) days following the date of **A&M SYSTEM**'s written notice, **A&M SYSTEM** will have the right to terminate this Lease by written notice delivered to **LANDLORD** within fifteen (15) days following the end of that sixty (60) day period. Alternatively, if **LANDLORD** is able to provide space suitable for **A&M SYSTEM**'s use, in **A&M SYSTEM**'s sole opinion, **A&M SYSTEM** may elect to rent such space under the same terms, conditions, and rental amount as this Lease, or upon such other terms, conditions and rent as the parties may agree.

**7.02 Emergency Repairs.** In the event that any damages to the Premises presents a threat to the health or safety of **A&M SYSTEM**, its employees, clients, representatives, agents, customers, or other persons frequenting the Premises, that are deemed of an emergency nature to repair, **A&M SYSTEM** will notify **LANDLORD** immediately. **LANDLORD** will then repair the damage or authorize **A&M SYSTEM** to repair said damage. In the event that any costs are incurred by **A&M SYSTEM**, **LANDLORD** will reimburse **A&M SYSTEM** within ten (10) days following written demand from **A&M SYSTEM** accompanied by evidence of the costs incurred.

**ARTICLE 8**  
**INSURANCE**

**8.01 LANDLORD's Insurance Obligations.** **LANDLORD** covenants and agrees that from and after the date of delivery of the Premises from **LANDLORD** to **A&M SYSTEM**, and during the term of this Lease or any renewal thereof, **LANDLORD** will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for (i) "All risk" property insurance for the Building on a full replacement cost basis and (ii) commercial general liability covering the Building, with limits of not less than \$1,000,000 combined single limit for personal injury and property damage as a result of negligence, willful misconduct, or other acts caused by the negligence of **LANDLORD**. **LANDLORD** must deliver to **A&M SYSTEM** upon request a certificate evidencing such coverages. All such policies must be written by insurance companies authorized to do business in Texas and must provide that **A&M SYSTEM** be provided with ten (10) days prior written notice of cancellation, reduction, or material change by the insurer.

**8.02 A&M SYSTEM's Insurance Obligations.** **LANDLORD** acknowledges that, because **A&M SYSTEM** is an agency of the State of Texas, liability for the tortious conduct of

the agents and employees of **A&M SYSTEM** or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of **A&M SYSTEM** is provided by **A&M SYSTEM** as mandated by the provisions of the Texas Labor Code, Chapter 503. **A&M SYSTEM** will have the right, at its option, to (a) obtain liability insurance protecting **A&M SYSTEM** and its employees and property insurance protecting **A&M SYSTEM's** buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by **A&M SYSTEM** as a result of its operations under this Lease.

## ARTICLE 9 ASSIGNMENT AND SUBLETTING

**A&M SYSTEM** may assign this Lease or sublet the Premises, in whole or in part, to any member of The Texas A&M University System or any agency of the State of Texas, but agrees it will not, except as otherwise provided in this Lease, assign this Lease or sublet all or any part of the Premises to any private parties (persons or corporations) without the prior written consent of **LANDLORD**, which consent will not be unreasonably withheld or delayed.

## ARTICLE 10 COMPLIANCE WITH STATE AND FEDERAL LAW

**10.01 Accessibility.** In signing this Lease, **LANDLORD** certifies that at the time the Premises become occupied by **A&M SYSTEM** and throughout the term of this Lease and any additional tenancy, **LANDLORD** will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.*

Neither **A&M SYSTEM** nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither **A&M SYSTEM**, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

**10.02 Child Support.** A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**10.03 Debts or Delinquencies.** Pursuant to Section 2252.903, *Texas Government Code*, LANDLORD agrees that any payments owing to LANDLORD under this Lease may be applied directly toward certain debts or delinquencies that LANDLORD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**10.04 Franchise Tax Certification.** If LANDLORD is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then LANDLORD certifies that it is not currently delinquent in the payment of any franchise taxes or that LANDLORD is exempt from the payment of franchise taxes.

**10.05 Debarment.** LANDLORD represents and warrants, to the best of its knowledge and belief, that neither LANDLORD 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. LANDLORD must provide immediate written notice to A&M SYSTEM if, at any time LANDLORD 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 Lease. If it is later determined that LANDLORD knowingly made a false representation, in addition to other remedies available to A&M SYSTEM, A&M SYSTEM may terminate this Lease.

#### **ARTICLE 11** **DEFAULT BY A&M SYSTEM**

LANDLORD may terminate this Lease and enter upon and take possession of the Premises if A&M SYSTEM fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by A&M SYSTEM, and such failure continues for thirty (30) days following A&M SYSTEM's receipt of written notice of such default.

#### **ARTICLE 12** **DEFAULT BY LANDLORD**

If LANDLORD (i) fails to comply with any term, condition or covenant of this Lease that is required to be performed or observed by LANDLORD, or (ii) breach any of its representations and warranties set forth in this Lease, or if A&M SYSTEM is unable to use the Premises for more than thirty (30) consecutive calendar days due to any law or any order, rule, or regulation of any competent governmental authority, and LANDLORD does not cure or correct such failure, breach or condition within thirty (30) days after receipt of written notice from A&M SYSTEM to LANDLORD (or, in the case of an emergency, within twenty-four (24) hours after receipt of written or telephonic notice thereof given by A&M SYSTEM to LANDLORD), or, if such

failure, breach or condition (other than an emergency situation as aforesaid) cannot reasonably be cured within said thirty (30) day period, **LANDLORD** does not commence to cure such failure or breach within said thirty (30) days and does not thereafter with reasonable diligence and in good faith proceed to cure such failure or breach, then **A&M SYSTEM**, in addition to any other remedy provided by law or in equity, may terminate this Lease and all of **A&M SYSTEM**'s obligations hereunder by giving written notice thereof to **LANDLORD** or, without being obligated to do so, **A&M SYSTEM** may cure or correct such default or breach for the account of **LANDLORD**, in which event all amounts expended or incurred by **A&M SYSTEM** (including reasonable attorneys' fees), together with interest thereon at the maximum rate of interest permitted by applicable law from the date of advancement until repaid, will be due and payable by **LANDLORD** to **A&M SYSTEM** within ten (10) days after demand. If **LANDLORD** fails to pay any amount due within the ten (10) day period, **A&M SYSTEM** may deduct such amounts from the rent due or to become due hereunder (in such order and manner as **A&M SYSTEM** may elect), and/or terminate this Lease by giving written notice thereof to **LANDLORD**, in which event all rent will be apportioned as of the effective termination date, and any rent paid for any period beyond such date and all other prepaid charges or deposits paid by **A&M SYSTEM** to **LANDLORD** will be refunded to **A&M SYSTEM**.

**ARTICLE 13**  
**MISCELLANEOUS PROVISIONS**

**13.01 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:

**LANDLORD:** Hildago County  
Attn: Dr. Jennifer Mendoza Culbertson  
Chief of Staff for Internal Affairs  
1051 North Doolittle Rd.  
Edinburg, Texas 78541  
Phone: 956-383-3112  
Email: jennifer.mendoza@co.hidalgo.tx.us

**A&M SYSTEM:** Texas A&M Forest Service  
Attn: Terry Smith, Purchasing Department Head  
200 Technology Way, Suite 1120  
College Station, Texas 77845  
Phone: 979-458-7381  
Email: tsmith@tfs.tamu.edu

With copy to: The Texas A&M University System  
Office of Business Affairs  
Attn: System Real Estate Office  
301 Tarrow Street, 5<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6350  
Email: sreo@tamus.edu

With copy to: The Texas A&M University System  
Office of General Counsel  
Attn: Property & Construction  
301 Tarrow Street, 6<sup>th</sup> Floor  
College Station, Texas 77840-7896  
Phone: 979-458-6120  
Email: property@tamus.edu

**13.02 Force Majeure.** Neither party is required to perform any non-monetary term, condition, or covenant of this Lease, if performance is prevented or delayed by a natural occurrence, fire, flood, pandemic, epidemic, quarantine, national or regional emergency, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, act of foreign or domestic terrorism, embargo, act of God, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**13.03 Governing Law.** The validity of this Lease and all matters pertaining to this Lease, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas.

**13.04 Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **A&M SYSTEM** will be in the county in which the primary office of the chief executive officer of **A&M SYSTEM** is located.

**13.05 Entire Agreement.** This Lease and any document incorporated herein by reference constitutes the complete agreement of **LANDLORD** and **A&M SYSTEM** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Lease. This Lease may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

**13.06 Savings Clause.** If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

**13.07 Brokerage Commissions.** **A&M SYSTEM** will not be liable for any brokerage or finder's fees or commissions.

**13.08 Estoppel Certificates.** Any statement or representation of **A&M SYSTEM** in any estoppel certificate delivered pursuant to this Lease that would modify the rights, privileges or duties of **LANDLORD** or **A&M SYSTEM** hereunder will be of no force and effect and may not be relied on by any person.

**13.09 Rules and Regulations.** **A&M SYSTEM** agrees to abide by any and all reasonable rules and regulations promulgated by **LANDLORD** for the proper operation of the Building provided all such rules and regulations are provided to **A&M SYSTEM** in writing, are consistent and are uniformly applied to all tenants of the Building. All rules and regulations promulgated subsequent to commencement of this Lease must be submitted to **A&M SYSTEM** for consideration and comment at least thirty (30) calendar days prior to implementation.

**13.10 Waiver.** The failure of **LANDLORD** or **A&M SYSTEM** to insist in any one or more instances on a strict performance of any of the covenants of this Lease will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

**13.11 Successors and Assigns.** This Lease and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of **LANDLORD**, and the successor and assigns of **A&M SYSTEM**.

**13.12 Right to Audit.** **LANDLORD**, must at all times during the Term of this Lease, at **LANDLORD's** sole cost, retain accurate and complete financial records, supporting documents, and any other records or books relating to this Lease. **LANDLORD** must retain these records for a period of seven years after the expiration of this Lease, or until **A&M SYSTEM** or the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), is satisfied that all audit, claim, and litigation matters are resolved, whichever period is longer. **LANDLORD** must grant access to all books, records, and documents pertinent to this Lease for purposes of inspecting, monitoring, auditing, or evaluating by **A&M SYSTEM** and the Auditor. Furthermore, **LANDLORD** must ensure that this section's provisions concerning the authority to audit funds received either directly or indirectly by subcontractors through **LANDLORD** and the requirement to cooperate is included in any subcontract(s) that the **LANDLORD** enters with any subcontractor(s) related to this Lease.

**13.13 Time.** Time is of the essence in respect to the performance of each provision of this Lease.

#### **ARTICLE 14** **SPECIAL PROVISIONS**

Notwithstanding any other term or condition of this Lease or any document incorporated in this Lease by reference, the parties agree to the following special provisions:

**None.**

EXECUTED this 23rd day of January, 2024 by LANDLORD.

HIDALGO COUNTY, a political subdivision of the State of Texas

By: *[Signature]*  
HONORABLE RICHARD F. CORTEZ  
Hidalgo County Judge

EXECUTED this 15th day of February, 2024 by A&M SYSTEM.

BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, for the use and benefit of Texas A&M Forest Service

By: *[Signature]*  
AL DAVIS  
Director  
Texas A&M Forest Service

APPROVED AS TO FORM:

*[Signature]*

GERRY M. BROWN  
Assistant General Counsel, Property & Construction  
Office of General Counsel  
The Texas A&M University System

Agreement for lease of space btwn.  
H Co. & Board of Regents of the Texas A&M University System –  
Linn-San Manuel Emergency Services Facility

APPROVED AS TO FORM:  
Office of Criminal District Attorney  
Toribio "Terry" Palacios

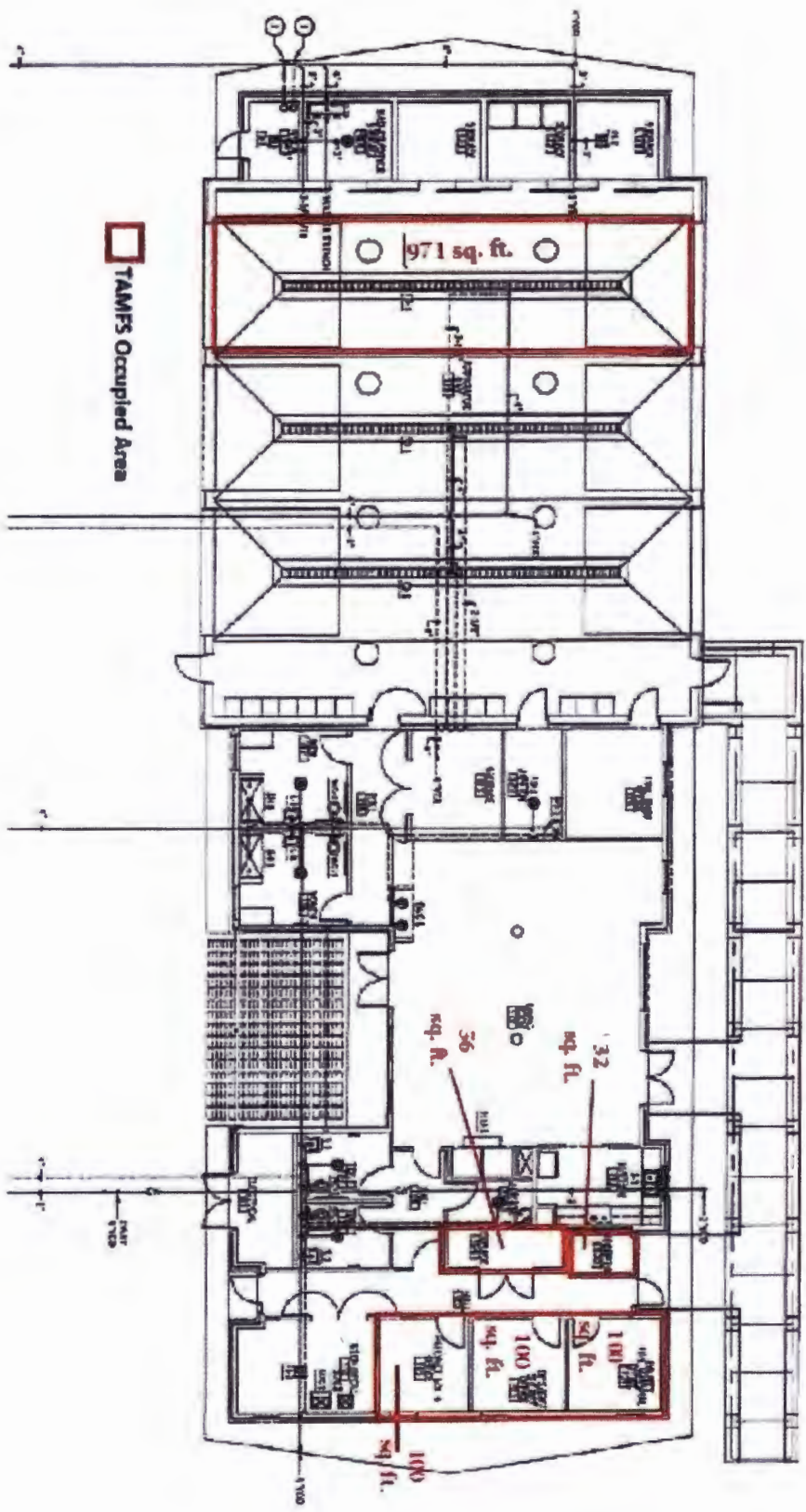
*[Signature]*

Victor M. Garza, Assistant District Attorney



*[Signature]*  
Arturo Chavarro, Jr., County Clerk

APPROVED BY  
COMMISSIONERS COURT  
ON: 1/23/24  
*[Signature]*  
AT# 93991



**January 23, 2024**

**REGULAR MEETING - JANUARY 23, 2024**

**BE IT REMEMBERED**, that on this 23rd day of January A.D., 2024, there was begun and held a **REGULAR MEETING** of the Honorable Commissioners Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

**HONORABLE RICHARD F. CORTEZ**

**HIDALGO COUNTY JUDGE**

**HONORABLE DAVID FUENTES**

**COMMISSIONER, PRECINCT NO. 1**

**HONORABLE EDUARDO "EDDIE" CANTU**

**COMMISSIONER, PRECINCT NO. 2**

**HONORABLE EVERARDO "EVER" VILLARREAL**

**COMMISSIONER, PRECINCT NO. 3**

**HONORABLE ELLIE TORRES**

**COMMISSIONER, PRECINCT NO. 4**

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT**  
**MEETING**  
**JANUARY 23, 2024**  
**2:00 P.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

In accordance with Section 551.127, NOTICE is hereby given that a physical quorum, including the presiding officer/member, will be present at the specified meeting location. Some members of the governing body and/or government officials may participate via videoconference.

Members of the public are encouraged to watch the meetings online, at: [www.hidalgocounty.us/HClive](http://www.hidalgocounty.us/HClive)

1. **Roll Call** (Audio Reference 17m:15s)  
Judge Richard F. Cortez called the meeting to order at 2:04 P.M.  
All members of the Court were present during the roll call.
2. **Pledge of Allegiance** (Audio Reference 17m:33s)  
Director of the Hidalgo County Veteran's Service Office, Veteran Samuel Perez, Jr., led the Court in the reciting of the Pledge of Allegiance.
3. **Prayer** (Audio Reference 18m:25s)  
Chief of Staff for Pct. #2, Armando Garza, Jr., offered the prayer.  
Judge Cortez requested a minute of silence to remember Mr. Cruz Alcantar who worked for over 26 years for the WIC department and who passed away on January 17th of 2024.  
*Commissioner Ellie Torres stepped away from the meeting.*
4. **Approval of Consent Agenda** (Audio Reference 20m:13s)  
The Court proceeded with the discussion and approval of the Consent Agenda.  
*See the consent agenda for the action taken.*
5. **Open Forum** (Audio Reference 26m:25s)  
*Commissioner Ellie Torres rejoined the meeting at this time.*  
Public participant Fern McClaugherty came before the Court to express her concern regarding the impact of uncontrolled spending.  
Public Participants Godon Jenkins and Melvin Terveen came before the Court to state their concern on Agenda Item 25.A.  
The Court proceeded to Agenda Item 20.A. (Audio Reference 34m:50s)
6. **County Judge's Office:**

- B. AI-93991** Requesting Approval of Lease Agreement by and between Hidalgo County and the Board of Regents of the Texas A&M University System for the lease of space in the Linn-San Manuel Emergency Services Facility at Precinct No. 4 (located at 21661 TX-186, Edinburg, Texas 78542). (Audio Reference 1h:09m:20s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 25.B.

**Vote: 5 - 0 – Unanimously**

The Court proceeded to Agenda item 28.B. (Audio Reference 1h:09m:49s)

**26. Budget & Management:**

- A. AI-93864** Discussion, consideration, and approval of AEP Contribution In Aid Of Construction Agreement for the installation of 17 streetlights for Southern Breeze Subdivision located in Precinct # 4. (Audio Reference 1h:48m:00s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 26.A.

**Vote: 5 - 0 - Unanimously**

- B. AI-93973** Approval to designate funds in 2023 for the expenditures related to the following programs:

Program No.	Program	Amount
240-005	1115 Waiver	\$1,451,012.38
200-002	IT Countywide	\$ 660,994.48
220-050	Facilities Countywide	\$ 620,881.06
130-030	Jackson Creek	\$ 295,767.65
115-002	Countywide Admin - Vehicles	\$ 568,665.15
280-005	Adult Detention Parking Lot	\$ 309,906.70

(Audio Reference 1h:48m:25s)

Mr. Soto stated that the correct amounts for Program No. 200-002 is \$665,337.20 and Program No.280-005 is \$262,642.48

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 26.B., with corrections made.

**Vote: 5 - 0 -Unanimously**

**C. American Rescue Plan Act:**

- 1. AI-93946** Requesting approval for the following items regarding the Assistance to South Texas College Nursing Program (ARPA- 21-110-034):
  - A. Rescind actions previously taken on 09/19/2023, AI-92469 for the Third Interlocal Cooperation Agreement between the County of Hidalgo and South Texas College and amended budget.
  - B. Terminate the Second Interlocal Cooperation Agreement between the County of Hidalgo and South Texas College effective May 2022.
  - C. Reimburse South Texas College for eligible costs incurred through May 2022. (Audio Reference 1h:49m:05s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda items 26.C.1.A., through 26.C.1.C.

**Vote: 5 - 0 - Unanimously**

January 23, 2024

There being no further business to come before said Court, the meetings of the Commissioners Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 23rd day of January, 2024

ARTURO GUAJARDO, JR., County Clerk  
Hidalgo County, Texas

By: \_\_\_\_\_  
Daniela E. Garza, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners Court held on January 23, 2024.

Signed this 24th day of January 2024

ATTEST:  
ARTURO GUAJARDO, JR.  
County Clerk and Ex-Officio Clerk  
Of the Commissioners' Court of  
Hidalgo County

By: \_\_\_\_\_  
(Seal) Daniela E. Garza, Deputy