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Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>08/21/2021</u>	Department:	<u>200 - Information Technology</u>
Contract No.:	<u>C-21-0727-09-21</u>	Effective Date:	<u>09/21/21 -09/20/2026</u>
Description of Project:	<u>Lease of Tower</u>		
Awarded Vendor:	<u>World Radio Network, Inc.</u>		
CC Approval on	<u>09/21/2021</u>	AI-	<u>82484</u>

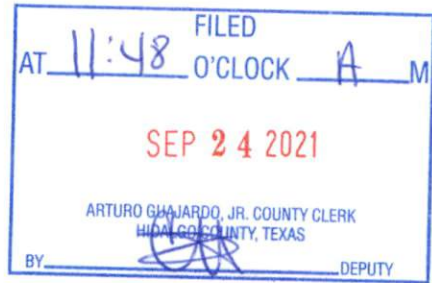
Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Josephine Ramirez-Solis
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Tanya DeLira ext. 4878

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: Ms. Moni, may you please route it for signatures.



TOWER LEASE AGREEMENT

C-21-0727-09-21

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

THIS TOWER LEASE AGREEMENT (“Lease”), made this 21st day of September, year 2021, between World Radio Network (“Lessor”), a Texas Non-Profit Corporation and the COUNTY OF HIDALGO, TEXAS (“Lessee”), a unit of local government in the State of Texas.

Article 1: LEASE OF TOWER AND SHELTER

Leased Premises. Lessor warrants that it is the owner of the real property described in the attached Exhibit “A” and hereby leases to Lessee, for the period, at the rent, and upon the terms and conditions hereafter set forth, the non-exclusive use of:

The Top of the Radio Tower Structure and adequate, nominal space in the adjacent tower equipment building (if available) to install wireless radio equipment and also grants to Lessee a non-exclusive easement for reasonable access thereto and for adequate utility services (a description of which attached hereto and incorporated herein for all purposes as Exhibit “A” and referred to herein as the “Leased Premises”).

Article 2: TERM

The term of this Agreement shall commence upon the completion of the installation of the Lessee's equipment on the Tower, but not later than September 21, 2021, ("Commencement Date") and continue for a period of five (5) years, ending not later than October 1, 2026 ("Term Expiration Date"); subject, however, to earlier termination as hereinafter provided.

Renewal. Provided Lessee is not in default hereunder, Lessee is granted the option to renew Lease for five (5) additional one (1) year terms (the “Renewal Term(s)”) under the same terms and conditions set forth in this Agreement. The amount for the Leased Tower shall be established as proposed by Lessor in Exhibit “B” (the “Bid Page”) and which can only be amended and/or modified by Agreement of the parties at the completion of the initial five (5) year term.

Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of this Lease Agreement, Lessee may terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend for 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. Section 271.903 (Vernon Supp. 1996).

Article 3: LEASE

Base Lease. Lessee agrees to pay to Lessor, during the term hereof, an annual rental fee of \$10,000.00 per year for the initial five year term as described in the attached Exhibit B. A lump sum payment shall be made upon approval of the Agreement by both parties and at the onset of the Commencement Date of each year during the initial and renewal terms.

Taxes. Lessor is responsible for rendering and paying all real estate taxes and assessments levied against the Premises. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

Article 4: LESSEE'S USE

Lessor agrees that so long as Lessee is not in default of this Agreement or if in default has cured said default within the applicable cure period, and during the Term of the Agreement, Lessee shall have continuous non-exclusive/unguided ingress to and egress from the Premises 24 hours a day, seven days a week for the purpose of maintenance and repairs to its equipment. It is further agreed, however, that Lessee will only permit its qualified employees or qualified and adequately insured contractors to work on, in or around the Premises. In addition, a Certificate of Insurance with O.E. Investments named as an additional insured with the below listed insurance requirements will be required for any contractor to climb or perform work on the tower; a copy of the Insurance Certificate will be provided to Lessor upon request.

Article 5: LESSEE'S COVENANTS AND CONDITIONS

Lessee covenants and agrees:

1. That Lessee's Equipment, its installation, operation and/or maintenance will not:
 - a. Damage the Tower and Land. Normal wear and tear are expected.
 - b. Unreasonably interfere with the operation of Lessor's radio equipment or the radio equipment of prior or subsequent lessees on the Tower. In the event Lessee's equipment causes interference with prior or subsequent lessees, Lessee will promptly take all reasonable and necessary steps to correct and/or eliminate the interference. If such interference cannot be eliminated within ten (10) days of notice from the Lessor that the interference exists and as a result, Lessor elects to terminate this Agreement, Lessee agrees to remove its Equipment from the Premises and this Agreement shall thereupon be terminated with neither party having any further obligation to the other, except for Lessee's obligation to pay Rent through the date of this early termination of this Agreement.

- c. Interfere with Lessor's performance of maintenance of the Tower or Premises, the tower lighting system or monitoring equipment.
 - d. Violate any applicable rules or regulations of any Federal Agency, including but not limited to the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").
 - e. Violate any applicable state, county, city or municipality codes, regulations, laws, rulings or ordinances.
2. That Lessee will ensure that its repeater systems on the Tower have a pass type duplexer unless connecting to the Lessor's Master Antenna System. (Note: Lessor will not allow trap-type duplexers on its Tower)
3. That Lessee assumes all responsibility for the licensing, operation and/or maintenance of its Equipment and any associated attachments.
4. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on Lessee's Equipment, bodily injury and property damage insurance to cover Lessee's operations at the Leased Premises. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on the Lessee's policy. Lessee shall provide a certificate of insurance evidencing the coverage required by this paragraph within 30 days of the Commencement Date.
5. That Lessee shall not change the frequency, power, character or amount of its equipment on the Tower or on the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.
6. That, without the express prior written consent of Lessor, Lessee shall make no alteration, improvement, modification, or replacement in or to the Tower or Premises.
7. That Lessee, at its sole cost and expense, shall attach or apply permanent identification: (a) to all its lines, coaxial, cable, and/or waveguides at the top and bottom of the line; (b) to any antenna(s) or equipment mounted on the Tower; and (c) to any equipment in or on the Premises. Such permanent identification markings shall be of a kind, quality and nature such that the Lessor can at all times readily identify the owner of any equipment, line, cable, coaxial, waveguide or property attached to, on, in or around the Tower or Premises.

8. That Lessee recognizes that a condition to granting of this Agreement and its continuation, is that no employee, representative or contractor of Lessee or any other person allowed to come upon said Premises by Lessee, shall be permitted to hunt, fish, swim, camp or picnic on the Premises and no dog, gun, firearm, fishing equipment, cameras (unless necessary to photograph accidents or where necessary to satisfy OSHA or other regulatory authority requirements), game-calling instruments, night hunting paraphernalia, bows and arrows will be permitted on the Premises. Neither Lessee nor its agents, employees, contractors or invitees shall hunt for or remove artifacts, arrowheads, petrified rocks, stones, gems or like matters from the Premises. If any of Lessee's representatives, contractors, or employees violate this provision, Lessor may give notice thereof to Lessee and, if Lessee does not voluntarily remove or exclude such party, Lessor shall have the right to eject such party from said Premises and thereafter prohibit such party from entering upon said Premises. Lessee further agrees that it will not keep or bring cattle or livestock onto the Premises and that it will not permit its agents, employees or contractors to do so.

Article 6: LESSOR'S COVENANTS AND CONDITIONS

Lessor covenants and agrees:

1. That Lessor will use its best efforts to meet the marking and lighting requirements of the Tower and Building promulgated by the FAA or FCC. Lessor will hold Lessee harmless from any liability and indemnify Lessee against any fines caused by Lessor's failure to comply with marking or lighting requirements. Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance and if Lessor does not cure the conditions within the time allowed by cure by the citing agency, Lessee may terminate this Agreement by written notice to Lessor with neither party having any further obligation to the other.
2. That Lessor, at its sole cost and expense, shall maintain and repair the Tower and Premises unless any such damage is caused or contributed to by acts or omissions of Lessee, Lessee's agents, customers, clients, employees or invitees, in which event Lessee hereby agrees to pay the full cost of such repairs.
3. That during the Term of this Agreement, Lessor will use its best efforts to protect Lessee's frequency(ies) from interference caused by equipment of Lessor's other customers who place equipment on Lessor's Tower subsequent to this Agreement or modify pre-existing equipment.
4. That: (i) Lessor has full right to make and perform this Agreement; (ii) Lessor has a valid leasehold interest in the Land and will maintain such interest throughout the Term; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.
5. Lessor agrees to insure the Premises, at its sole cost and expense, against loss by

fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Premises or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien on the Premises.

Article 7: LEASE TERMINATION

1. Lessee may remove Lessee's Equipment from the Tower or Premises provided: (a) removal is made prior to the Expiration Date or earlier termination of this Agreement; (b) Lessee is not in default of any obligation or covenant under this Agreement at the time of removal, including payment of Rent; and (c) Lessee promptly repairs all damage to the Tower or Premises caused by such removal.
2. Upon the Expiration Date or earlier termination of this Agreement, Lessee covenants and agrees to surrender the Tower and Premises to Lessor in the same condition in which the Tower and Premises existed on the Commencement Date, accepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Lessee.
3. Upon termination of this Agreement, Lessee agrees to remove all antennas, transmission lines, communication equipment and all other property belonging to the Lessee. If Lessee fails to remove any of its antennas, transmission lines, communications equipment and/or other property, Lessee shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rental of three times the per day Rental provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rental shall be due and payable daily.

Article 8: HOLDING OVER

If Lessee's equipment remains in on the Lessor's premises after the expiration date or earlier termination of this Agreement, without the execution by Lessor and Lessee of a new Agreement, Lessee shall be deemed to be occupying the Premises as a tenant-at-sufferance, subject to all the provisions of this Agreement and at a daily Rent of three times the per day Rent provided hereunder for the final month of the Term of this Agreement, computed on the basis of a thirty (30) day month, which holdover Rent shall be due and payable daily. Lessor shall have the right to terminate a tenancy-at-sufferance immediately upon notice to Lessee. The inclusion of this Paragraph 8: shall not be construed or interpreted as Lessor's consent for Lessee to hold over, nor shall the provisions of this Paragraph 8: limit the remedies available to Lessor for such holding over, either under this Agreement, at law, or in equity.

Article 9: INSURANCE AND INDEMNIFICATION

Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Premises, and to carry liability insurance insuring at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessee may reasonably require (and more fully described in the attached Exhibit "C"). In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

To the extent provided for by the laws of the State of Texas, Lessee agrees to hold harmless Lessor, its employees, officers, directors, agents, owners and representatives against any and all claims, demands or actions arising in any manner directly or indirectly related to Lessee's activities or events performed by Lessee, its agents or employees pursuant to this Agreement.

Article 10: DAMAGE OR DESTRUCTION

Lessor shall not be liable to Lessee for damages caused by acts of God, or other acts beyond the control of Lessor. Lessee likewise will not be liable to Lessor for damages caused by acts of God or other acts beyond the control of Lessee. If, due to acts of God or for any other reason, except for the negligent or unlawful acts or omissions of Lessor, Lessee's use of the tower is interrupted, Lessor shall be liable only for abatement of rent for the period of interruption.

Article 11: DEFAULT BY LESSEE

The following shall be considered Events of Default by the Lessee:

1. If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure.
2. Other than the payment of Rent, the failure to cure, after written notice thereof, any breach of the covenants, promises, undertakings, terms and conditions contained in this Agreement.
3. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement for the benefit of creditors, an assignment for the benefits of creditors, or any other act reasonably indicating equitable or legal insolvency.

4. Abandonment of the Premises.

Article 12: REMEDIES

This Agreement, the Term, and Lessee's leasehold interest in the Premises hereby granted are subject to the limitation that if and whenever any Event of Default shall exist or occur, in addition to all other rights and remedies given hereunder or by law or equity, without further notice or demand, upon the occurrence of any Event of Default or at any time thereafter, at Lessor's option, Lessor may do any one or more of the following:

1. Lessor may re-enter the Premises immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.
2. After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.
3. After re-entering, Lessor may re-let the Premises or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Premises at Lessee's expense.

Article 13: IMPLIED ACCEPTANCE OF SURRENDER, NO CONVERSION

Exercise by Lessor of any one or more remedies granted to Lessor in this Agreement or otherwise available to Lessor at law or in equity shall not be deemed to be an acceptance by Lessor of surrender of the Premises from Lessee, whether by implied agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Lessor and Lessee. Receipt by Lessor of Lessee's keys to the Premises shall not constitute an acceptance of surrender of the Premises. No alteration of security devices and no removal or other exercise of dominion by Lessor over the property of Lessee or others at the Premises shall be deemed unauthorized or constitute a conversion. Lessee hereby authorizes and consents to Lessor's exercise of dominion over Lessee's property within the Building or Tower after the existence or occurrence of an Event of Default. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices and/or removal of power are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any reentry by Lessor may be pursuant to judgement obtained in forcible detainer proceedings or other legal proceedings or without the necessity for legal proceedings, as Lessor may elect, and Lessor shall not be liable in trespass or otherwise.

Article 14: LESSEE'S LIABILITY FOR RENT

In the event Lessor elects to terminate this lease by reason of an Event of Default, or in the event Lessor elects to terminate Lessee's right to possession of the Premises, Lessee shall be and remain liable to Lessor for all Rent accrued to the date of such termination of this Agreement. Lessee obligations for any unpaid rents, damages, costs and expenses shall survive any termination of the Agreement.

Article 15: WAIVERS AND MODIFICATIONS

Neither the acceptance of Rent by Lessor nor any failure by Lessor to object or complain of any action, non-action, or default of Lessee shall constitute a waiver of Lessor's rights or remedies hereunder. No delay on the part of a Party in exercising any of such Party's rights, powers, privileges, or remedies hereunder shall operate as a waiver thereof, nor shall any specific waiver by a Party of any right, power, privilege, or remedy hereunder operate or be construed as a waiver of any other right, power, privilege, or remedy hereunder, nor shall any single or partial exercise of any rights, power, privilege or remedy hereunder (unless the Section of this Agreement which establishes any such right, power, privilege, or remedy provides otherwise).

Article 16: SALES OR USE TAX

The parties hereto stipulate that the rights herein granted relate to real property. In the event any sales or use tax should ever be payable on account of this lease agreement or the rental payments herein reserved, the Lessee hereby agrees to pay same as additional rent, or to furnish such documentation as is necessary or appropriate to establish that such rent payments are exempt from sales or use tax.

Article 17: SUBORDINATION AND TRANSFER BY LESSOR

This Agreement may be made subject and subordinate to the lien of any mortgage, deed of trust or other instrument encumbering, now or hereafter placed on the Tower or the Premises provided that any such encumbering document shall contain a covenant that Lessee shall not be disturbed in its possession, use and enjoyment of the Premises before or after any transfer of interest in title under such an encumbering document so long as Lessee is not in default under this Agreement, and providing that any purchaser, purchaser at foreclosure or deed in lieu of foreclosure, shall succeed to the rights and obligations of Lessor herein. The parties agree that nothing in this Agreement in any way prohibits or restricts Lessor from transfer, assignment, sale or other conveyance or encumbrance of the Premises or Tower or any portion or interest therein.

Article 18. ESTOPPEL CERTIFICATE

Upon request, Lessee shall execute and deliver to Lessor an estoppel certificate stating: (a) the Commencement Date; (b) that Lessee is not in possession of any written documents or instruments that would modify or amend this Agreement and this Agreement is in full force and effect (or, if there have been written modifications hereto, that this Agreement is in full force and

effect, and stating the date and reflecting the substance of the modifications); (c) that the Rent under this Agreement has been paid; (d) that, to the best of Lessee's knowledge, there are no current defaults under this Agreement except as specified; and (e) such other matters reasonably requested by Lessor with regard to this Agreement.

Article 19: NOTICE

All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

World Radio Network, Inc.
Attn: Jim Palumbo
P.O Box 3765
McAllen, Texas 78502

Lessee:

County of Hidalgo
Attn: Richard F. Cortez, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

With Copy To:

Hidalgo County Purchasing Department
2802 S. Business HWY 281
Edinburg, TX 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Article 20: AUTHORITY

Lessor and Lessee warrant and covenant to each other that each has taken all actions necessary to authorize the execution and delivery of the Agreement.

Article 21: ENVIRONMENTAL

At all times during the Term of this Agreement, Lessee covenants, represents, warrants and agrees that Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Tower or premises by Lessee, Lessee's agents, employees, invitees, licensees, or contractors. As used herein, the term "Hazardous Material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Emergency Planning and Community Right to Know Act of 1986, as amended, the Texas Water Code, as amended, the Toxic Substance Control Act, as amended; all rules and regulations promulgated with respect thereto; and all other federal, state, and local laws, regulations, ordinances, rules, and bylaws, whether now existing, previously in force, or subsequently enacted.

Lessor represents that it has no knowledge of any substance, chemical or waste (collectively
Page | 9 Pharr Tower

“substance”) on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Premises in violation of any applicable law.

Article 22: CONDEMNATION

If at any time during the Term of this Agreement, any part of the Premises is taken by eminent domain, or is conveyed by voluntary deed under threat of condemnation, Lessor may elect to terminate this Agreement. If this Agreement is terminated pursuant to this Paragraph 22, Rent shall be payable up to the date that possession is taken by the condemning authority. All sums awarded or agreed upon between the condemning authority and Lessor for the taking of the interest of the Lessor, whether as damages or as compensation, will be the property of the Lessor. All sums awarded or agreed upon between the condemning authority and Lessee for the taking of the interest of the Lessee, whether as damages or as compensation, will be the property of the Lessee.

Article 23: ASSIGNMENT

If Lessee is not in default under this Agreement, and with Lessee's prior notice to Lessor, Lessee may assign this Agreement only to a person or entity that is controlled by Lessee, has common ownership, or under common control with Lessee, provided such person or entity has first received FCC or state regulatory agency approval, and assumes all obligations of Lessee under this Agreement. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all obligations hereunder, save and except for responsibilities under Article 21, as applicable. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Agreement. Upon such assignment, Lessor shall be relieved of all liabilities and obligations hereunder and Lessee shall look solely to the assignee for performance under this Agreement and all obligations hereunder save and except for responsibilities under Article 21, as applicable.

Article 24: BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors, and assigns, provided, however, this provision shall in no way alter the prohibition in connection with assignment and subletting by Lessee.

Article 25: TEXAS LAW TO APPLY

The Agreement shall be construed and governed by the laws of the State of Texas. The Parties further agree that this Agreement is performable in Hidalgo County, Texas, and venue for any action involving this Agreement may only be brought in Hidalgo County, Texas.

Article 26: AMENDMENTS

This Agreement may be amended only in writing by agreement of the Parties and executed by Lessor and Lessee.

Article 27: ENTIRE AGREEMENT

The Agreement, together with any exhibits given or delivered pursuant to the Agreement, constitutes the entire agreement between the parties to this Lease Agreement. No party shall be bound by any communications between them on the subject matter of the Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of the Agreement, and (c) is agreed to by all parties to the Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void.

Article 28: SEVERABILITY

In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Article 29: HEADINGS

The headings of the articles, paragraphs and sections of this Lease Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Agreement.

Article 30: MISCELLANEOUS PROVISIONS

Governmental Purpose. The County is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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.

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.

Non-discrimination. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

Required Contract Provision for Contracts Subject to Federal Award (if applicable) Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet, and as such are incorporated into this agreement for all purposes.

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.

Counterparts. The Agreement may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. The Agreement shall become operative on the date the last party has executed at least one counterpart of the Agreement (Execution Date).

[Signature page to follow]

APPROVED by Commissioners Court on this _____ day of _____, 202_.

COUNTY OF HIDALGO, TEXAS

BY: Richard F. Cortez
Richard F. Cortez
Hidalgo County Judge

Attest:

BY: Arturo Guajardo
Arturo Guajardo,
Hidalgo County Clerk



WORLD RADIO NETWORK, INC.

BY: _____
Jim Palumbo, Inspiracom
President

APPROVED BY
COMMISSIONERS COURT
ON: 9/21/21 jrs

APPROVED AS TO FORM FOR HIDALGO COUNTY:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.:

BY: Josephine Ramirez Solis
Josephine Ramirez Solis
Assistant District Attorney

EXHIBIT B

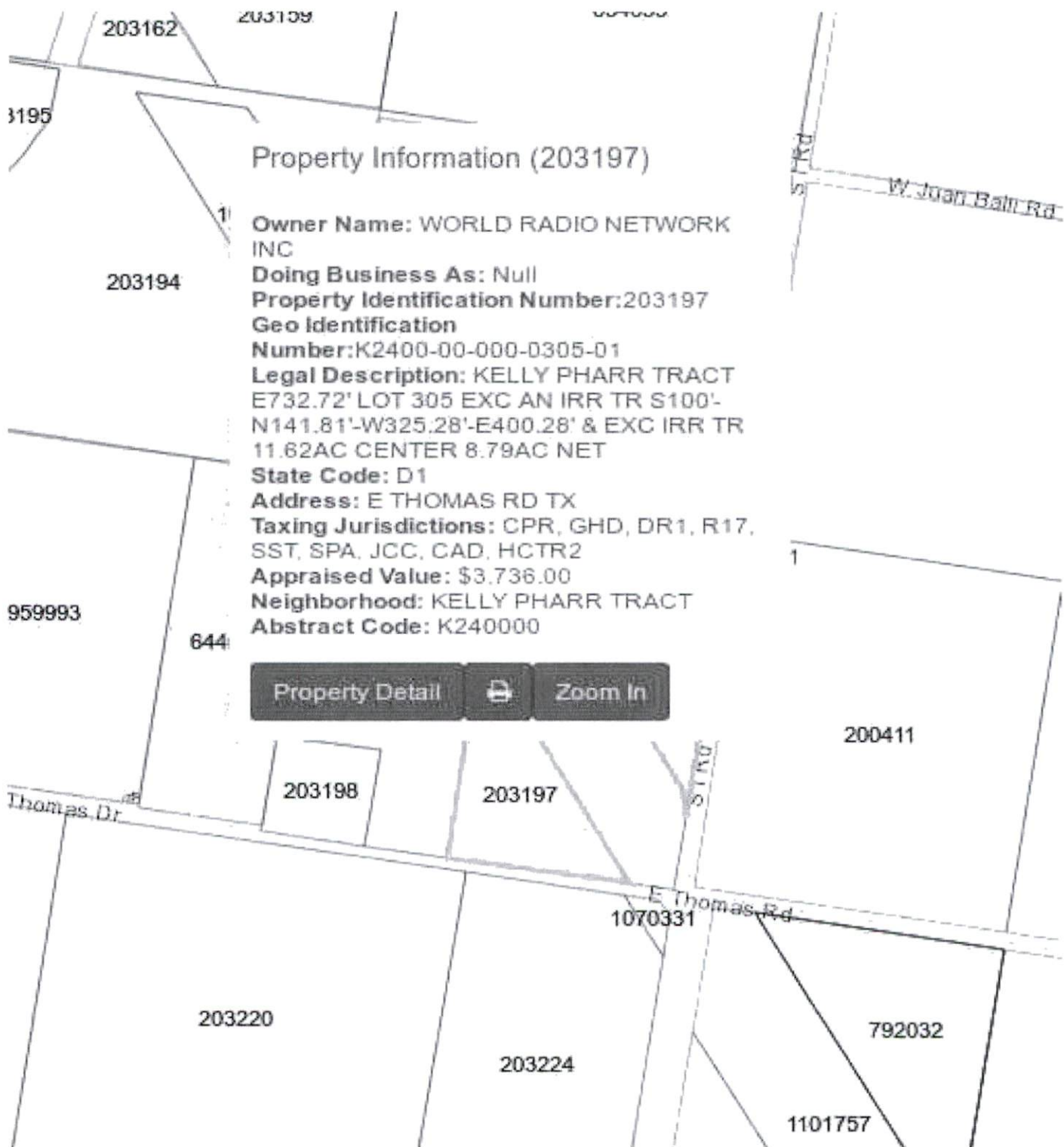
Bid Page/Proposer's Response

Lessor, as owner of the property described in the attached Exhibit "A" which is incorporated by reference into this Agreement, has agreed to provide access to and use of the radio tower structure identified herein as the "leased premises" at the rates and terms below, which will be made part of the Agreement between the Parties.

Years 1 -5 – Initial Term	\$10,000.00 annually
Years 5-10 – Renewal Terms , if any	As agreed to by the parties

EXHIBIT A

WORLD RADIO NETWORK
969 E THOMAS DR
PHARR, TX 78577



Property Information (203197)

Owner Name: WORLD RADIO NETWORK INC
Doing Business As: Null
Property Identification Number: 203197
Geo Identification Number: K2400-00-000-0305-01
Legal Description: KELLY PHARR TRACT E732.72' LOT 305 EXC AN IRR TR S100'-N141.81'-W325.28'-E400.28' & EXC IRR TR 11.62AC CENTER 8.79AC NET
State Code: D1
Address: E THOMAS RD TX
Taxing Jurisdictions: CPR, GHD, DR1, R17, SST, SPA, JCC, CAD, HCTR2
Appraised Value: \$3,736.00
Neighborhood: KELLY PHARR TRACT
Abstract Code: K240000

[Property Detail](#)  [Zoom In](#)



Berta Palacios Elementary

WRN

World Radio Network

El Pueblo Dorado Apartments

E Carbonas Dr

E Thomas Dr

