



RECEIVING

**PURCHASE ORDER**  
**TEXAS A&M FOREST SERVICE**  
**PURCHASING DEPARTMENT**

Order Date  
08/21/2024

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200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

<b>Purchase Order No.</b>  P500062	(Include this number on all correspondence and packages)	<b>VENDOR GUARANTEES</b> MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.	<b>INVOICE TO:</b>  TEXAS A&M FOREST SERVICE FREDERICKSBURG OFFICE RURAL FIRE DEFENSE PO BOX 1032 FREDERICKSBURG TX 78624
<b>VENDOR</b>  17460024450 VICTORIA COUNTY 115 N BRIDGE ST STE 122 VICTORIA, TX 77901-6544		ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.	<b>SHIP TO:</b>  TEXAS A&M FOREST SERVICE FREDERICKSBURG OFFICE 100 BUSINESS COURT FREDERICKSBURG TX 78624

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
CEC	TYPE FUND: TYPE ORDER:				

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

*Charm E. Williams*

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**



**THE TEXAS A&M UNIVERSITY SYSTEM  
AGREEMENT FOR LEASE OF SPACE**

This Agreement for Lease of Space (this "Lease") is by and between **VICTORIA COUNTY, 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 (the "TFS").

**ARTICLE 1**  
**PREMISES**

1.1 **Description of Premises.** LANDLORD, in consideration of the rents and mutual covenants and obligations of this Lease, hereby leases to A&M SYSTEM the following described premises (the "Premises") as a regional office to administer the Texas A&M Forest Service Regional Fire Coordinator Program and Wildland Urban Interface Program and as a staging area for the regional activities of TFS:

892 square feet of net rentable area consisting of one office (172 square feet), one office (181.7 square feet), one storage room (95.625 square feet), an exclusive use interior hallway (353.675 square feet) and entry (89 square feet) as depicted on the floor plan attached hereto as Exhibit "A", in the building known as the Victoria County Annex (the "Building"), located at 205 N. Bridge Street, Victoria, Texas 77902, and the non-exclusive right to use, in common with other tenants, all public spaces within the Building (including the lobbies, hallways, elevators, stairwells and restrooms), and the related driveways, parking facilities, and similar improvements.

1.2 **Tenant Improvements.** Intentionally Omitted.

1.3 **Signage.** The design and location of any exterior signs desired by A&M SYSTEM will be submitted to LANDLORD for written approval prior to being erected. Any interior signs will be erected by LANDLORD or will be erected by A&M SYSTEM with LANDLORD's written approval. A&M SYSTEM's signs will be erected or installed at its expense.

1.4 **Taxes.** LANDLORD is solely responsible for all ad valorem real property taxes and assessments, or other taxes and assessments levied against the Building, the Premises and the Land.

1.5 **Utilities.** LANDLORD will furnish, without extra charge to A&M SYSTEM, all utilities serving the Premises, including but not limited to electric services, gas (if applicable), water, sanitary sewer, solid waste disposal, and A/C and heating costs.

1.6 **Telephone.** TFS is responsible for all telephone charges, including but not limited to, long distance service and facsimile.



1.7 Janitorial Services. A&M SYSTEM is responsible for janitorial services to the Premises at A&M SYSTEM's sole cost.

1.8 Extermination Services. LANDLORD 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.

## ARTICLE 2 TERM

2.1 Initial Term. The term of this Lease will be for five years commencing on September 1, 2023 (the "Commencement Date") and shall expire on August 31, 2028 (the "Term"), unless sooner terminated in accordance with the terms of this Lease.

2.2 Intentionally deleted.

2.3 Early Termination. A&M SYSTEM or LANDLORD may terminate this Lease with no penalty by providing written notice to the other party at least 30 days in advance of the termination date.

2.4 Intentionally deleted.

## ARTICLE 3 RENT

3.1 Rent. During the Term of this Lease, A&M SYSTEM agrees to pay LANDLORD in advance, no later than the fifth day of each month, rent in the amounts listed below provided that the first monthly payment is due on or before the Commencement Date.

<u>Year</u>	<u>Rent Amount</u>
September 1, 2023-August 31, 2024	\$ 1,267.13/month
September 1, 2024-August 31, 2026	\$ 1,305.14/month
September 1, 2026-August 31, 2028	\$ 1,344.30/month

Rent for any partial month shall be prorated.

3.2 Intentionally deleted.

3.3 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**

4.1 **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** shall peaceably and quietly have, hold and enjoy the Premises for the term of this Lease. **LANDLORD** further covenants and agrees that during the term of this Lease, **LANDLORD** will not lease, rent, demise, sell, or otherwise furnish space in the Building, or any adjacent building owned or controlled by **LANDLORD**, to any entity that (i) creates or may be expected to create noise, odors or a hazardous condition injurious to **A&M SYSTEM**, its employees, agents, representatives, customers, invitees or guests, or disruptive to **A&M SYSTEM'S** use of the Premises, or (ii) that provides services to a clientele that engages in harassment of **A&M SYSTEM'S** employees, agents, representatives, clients, invitees or guests.

4.2 **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**.

4.3 **Authority.** **LANDLORD** warrants and represents that it is an agency of the State of Texas acting herein by and through its duly authorized official.

4.4 **Compliance.** **LANDLORD** warrants and guarantees that **A&M SYSTEM'S** intended use of the Premises for general office uses and/or research, parking and storage does not violate any current city, state or local ordinance or statute or any restriction placed on the Building or the Land.

4.5 **Environmental Condition.** **LANDLORD** warrants and represents that to the best knowledge and information available to the current officers and employees of **LANDLORD**, 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 is unaware of the presence of any Hazardous Substances in or on the Premises. **A&M SYSTEM** covenants and agrees that, for and during the terms hereof, all Hazardous Substances shall be restricted from use or presence in or on the Premises.

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**

5.1 **Landlord's Maintenance Obligations.** LANDLORD shall maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a first-class, clean, and safe condition, shall not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and shall promptly repair any damage, except damage arising from the act or negligence of A&M SYSTEM, its agents or employees, which shall be the responsibility of A&M SYSTEM. For emergency and security purposes, and for maintaining the Premises, LANDLORD reserves the right, at reasonable times, to enter and inspect the Premises and to make any necessary repairs or adjustments.

5.2 **Landlord's Failure to Maintain.** In the event LANDLORD fails to maintain the Building and the Premises as required, A&M SYSTEM shall give written notice thereof to LANDLORD and if LANDLORD fails to commence such maintenance within 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.

## **ARTICLE 6** **CONDEMNATION**

If the Building, the Land or any part of the Building or the Land, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, this Lease shall terminate on the date of the taking of possession by the condemning authority.

## **ARTICLE 7** **CASUALTY**

7.1 **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 30 days following the date of such fire or other casualty.

## **ARTICLE 8** **INSURANCE**

8.1 **Landlord's Insurance Obligations.** LANDLORD is an agency of the State of Texas and liability for the tortious conduct of the agents and employees of LANDLORD 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 LANDLORD is provided by LANDLORD as mandated by the provisions of the Texas Labor Code, Chapter 503. LANDLORD shall have the right, at its option, to (a) obtain liability insurance protecting



**LANDLORD** and its employees and property insurance protecting **LANDLORD's** buildings and the contents, to the extent authorized Texas law; or (b) self-insure against any risk that may be incurred by **LANDLORD** as a result of its operations under this Lease.

8.2 **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** shall 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**.

## **ARTICLE 10** **COMPLIANCE WITH STATE AND FEDERAL LAW**

10.1 **Accessibility.** In signing this Lease, **LANDLORD** represents and warrants that at the time the Premises become occupied by **A&M SYSTEM** and throughout the term of this Lease and any additional tenancy, the Premises will comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Chapter 469, *Texas Government Code* (or as may be amended), as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); and the ADA Accessibility Guidelines ("ADAAG") promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 *et seq.* (or as may be amended). In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) applies.

Neither **A&M SYSTEM** nor its occupying member has 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 member, nor the TDLR has authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

10.2 **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 (margin) taxes.

#### **ARTICLE 11** **DEFAULT BY TENANT**

11.1 Event of Default. **A&M SYSTEM'S** failure to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by **A&M SYSTEM** shall constitute a default under this Lease.

11.2 Notice of Default and Termination of Lease. In the event of such failure, **LANDLORD** shall give **A&M SYSTEM** written notice pursuant to Section 13.1 of this Lease. If the default continues for 30 calendar days after **A&M SYSTEM'S** receipt of such notice, **LANDLORD** may, as its sole and exclusive remedy, terminate this Lease and terminate all or any of **LANDLORD'S** obligations pursuant to this Lease by written notice to **A&M SYSTEM** sent pursuant to Section 13.1 of this Lease.

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

12.1 Event of Default. If **LANDLORD** shall (i) fail to perform, keep and observe any terms, covenants, or conditions required by this Lease 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 seven calendar days due to any law or any order, rule, or regulation of any competent governmental authority, then **LANDLORD** shall be in default under this Lease.

12.2 Notice of Default and Termination of Lease. In the event of such default, **A&M SYSTEM** shall give **LANDLORD** written notice pursuant to Section 13.1 of this Lease. If the default continues for 15 calendar days after **LANDLORD'S** receipt of such notice, **A&M SYSTEM** may, as its sole and exclusive remedy, terminate this Lease and terminate all or any of **A&M SYSTEM'S** obligations pursuant to this Lease by written notice to **LANDLORD** sent pursuant to Section 13.1 of this Lease, in which event all rent shall 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** shall be refunded to **A&M SYSTEM** within 10 days of the effective termination date.

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

13.1 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:** Victoria County  
Attn: Honorable Benjamin Zeller  
101 N. Bridge Street, Room 102  
Victoria, Texas 77902  
Phone: 361-575-4558  
Email: bzeller@vctx.org

**A&M SYSTEM:** Texas A&M Forest Service  
Attn: Terry Smith, Contracts Officer  
200 Technology Way, Suite 1120  
College Station, Texas 77845  
Phone: 979-458-7381

**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

13.2 Property Removal and Alterations. Upon termination of this Lease for any reason, **A&M SYSTEM** shall have the right to remove its equipment and personal property from the Premises and shall leave the Premises clean and in a condition equal to the condition which existed at the commencement of this Lease, normal wear and tear excepted, and except for any damage caused by **LANDLORD**, its employees, agents and contractors. Any physical additions or improvements to the Premises made by **A&M SYSTEM** will become the property of **LANDLORD** provided, that such additions or improvements may be removed by **A&M SYSTEM** at the end of the Term and at **A&M SYSTEM'S** expense so long as **A&M SYSTEM** restores the Premises to the condition existing at the Commencement Date, normal wear and tear excepted. Any equipment, personal property, physical additions or improvements not removed in accordance with the terms of this section within thirty (30) days following termination of the lease shall become the property of Landlord.

13.3 Governing Law and Venue. 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, shall be governed and determined by the Constitution and the laws of the State of Texas.



13.4 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 successor or assigns.

13.5 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.

13.6 Brokerage Commissions. Landlord has not engaged the services of a broker. Neither Landlord nor **A&M SYSTEM** shall not be liable for any brokerage or finder's fees or commissions.

13.7 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 shall be of no force and effect and may not be relied on by any person.

13.8 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 shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

13.9 Successors and Assigns. This Lease and each and all of its covenants, obligations and conditions shall inure to the benefit of and be binding upon the successors and assigns of **LANDLORD**, and the successor and permitted assigns of **A&M SYSTEM**.

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

13.11 Remittance Address. **LANDLORD** shall submit monthly statements for the rent to **A&M SYSTEM** at the following address:

Texas A&M Forest Service  
200 Technology Way, Suite 1120  
College Station, Texas 77845

13.12 Consent and Approval. **LANDLORD** agrees that any consent or approval of **LANDLORD** required under this Lease shall not be unreasonably withheld or delayed.

13.13 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.

**13.14 Dispute Resolution Provision.** If at any time there is a dispute between **LANDLORD** and **A&M SYSTEM** regarding this Lease and the performance hereunder, the parties will, within 10 days following mailing of written notice of a dispute, engage in face-to-face negotiations in an attempt to resolve the dispute and shall, upon failing to negotiate a resolution, choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. The mediator shall be a person qualified under the Texas Alternative Dispute Resolution Procedures Act and shall be appointed by a state district judge or the American Arbitration Association if the parties are unable to agree upon a qualified person. Mediation shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall participate in good faith in accordance with the recommendations of the mediator and shall follow the procedures for mediation as suggested by the mediator. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. Each party shall be represented in the mediation by a person with authority to settle the dispute.

**13.15 Privileges and Immunities.** **LANDLORD** and **A&M SYSTEM** expressly understand and acknowledge that both entities are agencies of the State of Texas and nothing in this Lease will be construed as a waiver or relinquishment by **LANDLORD** or **A&M SYSTEM** of their right to claim such exemptions, privileges, and immunities as may be provided by law.

#### **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 effective the 17 day of July, 2023 by LANDLORD.

VICTORIA COUNTY, TEXAS

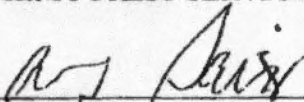
By:   
HON. BENJAMIN ZELLER  
County Judge

[SIGNATURES CONTINUE ON NEXT PAGE]




EXECUTED effective the 13<sup>th</sup> day of July, 2023 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:   
**A.G. DAVIS**  
Director  
Texas A&M Forest Service

**APPROVED AS TO FORM:**

  
By: **ASHLEA HEWLETT**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System



**Exhibit A**  
Victoria County Annex

