

VENDOR

**PURCHASE ORDER****TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENT**Order Date  
08/26/2024

Page 01

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

Purchase Order No.	(Include this number on all correspondence and packages)
P500082	

VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN  
THE BID INVITATION.**INVOICE TO:**TEXAS A&M FOREST SERVICE  
GRANBURY OFFICE  
PO BOX 69  
GRANBURY TX 76048

<b>VENDOR</b>
17560011203 RANDALL COUNTY 501 16TH ST CANYON, TX 79015-3861

ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.**SHIP TO:**TEXAS A&M FOREST SERVICE  
AMARILLO OFFICE  
1111 EAST LOOP 335 SOUTH  
AMARILLO TX 79118ANY 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
1	USER REF: 000000-LRS Amarillo office lease in Randall County 09/01/2024 to 05/31/2025	9	MO	2,000.000	18,000.00
				TOTAL	18,000.00
	***** NET 30 *****  NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.  EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES) .  EXEMPT PAYMENT OF LEASED OFFICE SPACE.  CONTRACT LEASE TERM: 06/01/20 - 05/31/2025 FY25 PO TERM: 09/01/24 - 05/31/25 REFERENCE OGC LEGAL FILE #2014-0035455  VENDOR QUOTE: 14-0035455				

RTL

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

FOB: NOT SPECIFIED

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

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

## AGREEMENT FOR LEASE OF SPACE

This Agreement for Lease of Space ("Lease") is effective the 1<sup>st</sup> day of June, 2020, by and between **RANDALL COUNTY, TEXAS** as landlord (the "**COUNTY**"), and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas, as Tenant ("**A&M SYSTEM**"), for the use and benefit of Texas A&M Forest Service.

### ARTICLE 1 PREMISES

1.1 Exclusive Use. The **COUNTY**, 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 as a regional office to administer the Texas Forest Service Regional Fire Coordinator Program and as a staging area for the regional activities of **A&M SYSTEM**:

- i) 2540 square feet of finished office space situated in building (the "Building"), located at 1111 335 E. Loop S., Amarillo, Randall County, Texas, being 3 offices on the 2<sup>nd</sup> Floor as depicted on Exhibit "A" attached hereto ("Office Space"); and
- ii) Five (5) acres of land out of **COUNTY**'s 88-acre parcel shown on Exhibit "B" attached ("Storage Space").

Collectively, the above described premises shall be called the "Leased Premises." **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.

1.2 Accessibility. The Leased Premises must have accessibility in compliance with:

- A. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181 et seq., or as may be amended), and
- B. Chapter 469, Texas Government Code (Elimination of Architectural Barriers) (as may be amended).

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

1.4 Utilities

- A. The following utilities are included in the rent or will otherwise be paid by the COUNTY:

Electric, gas, water, solid waste disposal, sanitary sewer, and HVAC service to the Office Space located in the Building.

- B. COUNTY will provide, at COUNTY's expense, telephone service and equipment necessary for A&M SYSTEM's use of the Leased Premises as office space. COUNTY will provide a unique long distance access code to each of A&M SYSTEM's personnel utilizing the Leased Premises. COUNTY will bill A&M SYSTEM for long distance charges incurred by its personnel, as reflected through use of the access codes, at the end of each month and A&M SYSTEM will reimburse COUNTY for such charges. COUNTY will allow A&M SYSTEM personnel to access COUNTY's internet service at no additional expense, provided that such personnel adhere to COUNTY's internet usage policies.

- 1.5 Taxes. Unless exempt, COUNTY is solely responsible for any ad valorem property taxes and assessments, or other taxes and assessments levied against the Leased Premises and/or the Building.

- 1.6 COUNTY's Insurance Obligations. Unless self-insured, COUNTY covenants and agrees that from and after the date of delivery of the Premises from COUNTY to A&M SYSTEM, and during the term of this Lease or any renewal thereof, COUNTY 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 COUNTY. COUNTY must deliver to A&M SYSTEM upon request a certificate evidencing such coverages or statement of self-insurance.. 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 10 days prior written notice of cancellation, reduction, or material change by the insurer.*

- 1.7 A&M SYSTEM's Insurance Obligations. COUNTY 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

- 1.8 Janitorial Services. COUNTY will be responsible for janitorial services to the Office Space, at COUNTY'S sole cost.
- 1.9 Extermination Services. COUNTY will provide extermination services to the Office Space at intervals specified by COUNTY in writing to A&M SYSTEM. If the specified intervals are not sufficient to eradicate pests, COUNTY will provide additional extermination service upon A&M SYSTEM's request.

1.10 COUNTY's Maintenance Obligations.

A. COUNTY must maintain the Building (expressly including the common areas, parking and landscaping) and the Premises in a clean, and safe condition, must not permit or allow to remain any waste or damage to any portion of the Building or the Premises, and must promptly repair any damage, 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, COUNTY reserves the right, upon not less than 24 hours' notice to A&M SYSTEM (if possible), to enter and inspect the Premises and to make any necessary repairs or adjustments.

B. In the event COUNTY fails to maintain the Building and the Premises as required, 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 COUNTY to A&M SYSTEM upon demand. A&M SYSTEM will also have the remedies set forth in Section 7.1.

**ARTICLE 2**  
**TERM**

- 2.1 Fixed Term. The term of this Lease will be sixty (60) months, commencing on June 1, 2020 (the "Commencement Date"), and ending on May 31, 2025, unless terminated sooner pursuant to this Lease.
- 2.2 Early Termination. Either party may terminate this Lease, with or without cause, by sending thirty (30) calendar days' written notice to the other of its intent to terminate.

**ARTICLE 3**  
**RENTALS AND FEES**

- 3.1 Rental. During the term of this Lease, COUNTY has agreed to provide A&M SYSTEM the use of the Leased Premises at the monthly cost of TWO THOUSAND DOLLARS (\$2,000.00).
- 3.2 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 COUNTY, 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. COUNTY acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

**ARTICLE 4**  
**CONDEMNATION AND CASUALTY**

- 4.1 Condemnation. If a condemnation proceeding results in a partial taking of the Leased Premises (or if the Leased Premises are partially conveyed under threat of condemnation), and the remainder of the Leased Premises is useful to A&M SYSTEM as determined by A&M SYSTEM in its sole discretion, then the rent specified in Section 3.1 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 Leased Premises (or if the entire Leased Premises are conveyed under threat of condemnation), 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.

- 4.2 Casualty. Within ten (10) days following the date the Leased Premises are damaged by casualty, A&M SYSTEM shall give written notice to COUNTY stating whether A&M SYSTEM desires to either (i) continue use and occupancy of the Leased Premises or any undamaged portion of the Leased Premises, or (ii) terminate this Lease effective as of the date of the casualty. If A&M SYSTEM decides, in its sole discretion, to continue use and occupancy of the Leased Premises or any portion of the Leased Premises, COUNTY shall, at its expense and within ten (10) days following the date of A&M SYSTEM's written notice, proceed with diligence to restore the Leased Premises to substantially the same condition that existed before the casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by A&M SYSTEM. The rent payable by A&M SYSTEM during repairs and restoration will be equitably adjusted. If A&M SYSTEM decides to terminate this Lease, all rent and other charges will be prorated as of the date of the casualty.



- 4.3 Emergency Repairs. COUNTY authorizes A&M SYSTEM to repair any damage to the Leased Premises, whether COUNTY has been notified of such damage or not, if the damage presents a threat to the health or safety of A&M SYSTEM, its employees, clients, representatives, agents, customers or other persons frequenting the Leased Premises. Any costs incurred by A&M SYSTEM shall be reimbursed by COUNTY within ten (10) days of COUNTY's receipt of written notice from A&M SYSTEM of the actions undertaken and the costs incurred to repair the damage, accompanied by documentation of the costs (e.g., invoice).

**ARTICLE 5**  
**COVENANTS AND OBLIGATIONS OF COUNTY**

- 5.1 Quiet Enjoyment. COUNTY covenants and agrees that during the term of this Lease, and so long as A&M SYSTEM is not in breach of this Lease, A&M SYSTEM shall peaceably and quietly have, hold and enjoy the Leased Premises. COUNTY will not lease, rent, demise, sell, or otherwise furnish space in the Building, or any adjacent building owned or controlled by COUNTY, 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 Leased Premises, or (ii) that provides services to a clientele which engages in harassment of A&M SYSTEM's employees, agents, representatives, clients, invitees or guests.

In the event of a default by COUNTY under this Section, A&M SYSTEM will give COUNTY written notice identifying the default and COUNTY will have thirty (30) calendar days in which to cure or cause the cure of the default. If COUNTY fails or refuses to remedy the situation to A&M SYSTEM's approval, A&M SYSTEM can terminate this Lease by giving COUNTY written notice. If the activity or behavior presents a safety hazard to A&M SYSTEM's employees, agents, representatives, clients, invitees or guests, A&M SYSTEM may immediately vacate the Leased Premises by giving COUNTY written notice and this Lease shall terminate.

- 5.2 Ability to Lease. COUNTY 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 Leased Premises to A&M SYSTEM. Additionally, COUNTY warrants that the person executing this Lease on behalf of COUNTY is authorized to do so, and that such person has the capacity to do so.
- 5.3 Compliance with Law. COUNTY represents and warrants that A&M SYSTEM's intended use of the Leased Premises as office space, parking and storage does not violate any current law, statute, ordinance or governmental rule or regulation, or any restriction placed on the real property on which the Leased Premises are located.

**ARTICLE 6**  
**TERMINATION BY COUNTY**

- 6.1 **Default.** COUNTY may terminate this Lease and terminate all or any of COUNTY's obligations pursuant to this Lease 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.
- 6.2 **Notice of Default and Termination of Lease.** In the event of such failure, COUNTY will give A&M SYSTEM written notice pursuant to Section 10.1 of this Lease. If the default continues for thirty (30) calendar days after A&M SYSTEM's receipt of such notice, COUNTY may as its sole and exclusive remedy, terminate this Lease by written notice to A&M SYSTEM sent pursuant to Section 10.1 of this Lease.

**ARTICLE 7**  
**TERMINATION BY A&M SYSTEM**

- 7.1 **Default.** In addition to any other right of A&M SYSTEM to terminate this Lease, A&M SYSTEM may terminate this Lease and terminate all or any of its obligations at any time, upon or after the occurrence of any one of the following events:
- A. Breach or failure by COUNTY to perform, keep and observe, any terms, covenants, or conditions required by this Lease, and failure of COUNTY to remedy such breach or failure for a period of thirty (30) calendar days after the receipt of written notice of breach;
  - B. Inability of A&M SYSTEM to use the Leased Premises for more than thirty (30) consecutive calendar days due to any law, statute, ordinance, rule or regulation of any competent governmental authority.
- 7.2 **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 COUNTY, 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 8**  
**ASSIGNMENT OF LEASE**

A&M SYSTEM may not assign this Lease or any portion of this Lease without the prior written consent of the COUNTY.

**ARTICLE 9**  
**SUBLEASE**

A&M SYSTEM may not sublease the Leased Premises or any portion of the Leased Premises without the prior written consent of the COUNTY.

**ARTICLE 10**  
**MISCELLANEOUS PROVISIONS**

- 10.1 Notices. Any notice required or permitted under this Lease must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M SYSTEM and COUNTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**COUNTY:** County of Randall  
Attn: Judge Ernie Houdashell  
501 16<sup>th</sup> Street, Suite 303  
Canyon, Texas 79015  
Phone: (806) 468-5500  
Fax: (806) 468-5503  
Email: countyjudge@randallcounty.com

**A&M SYSTEM:** Texas Forest Service  
Attn: Terry Smith  
200 Technology Way, Suite 1151  
College Station, TX 77845-3424  
Phone: 979-458-7382  
Fax: 979-458-7386  
Email: tsmith@tfs.tamu.edu

with copy to: The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow Street, 6<sup>th</sup> Floor



College Station, Texas 77840-7896  
Phone: 979-458-6350  
Fax: 979-458-6359  
Email: sre@tamus.edu

- 10.2 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.
- 10.3 Entire Agreement. This Lease constitutes the complete agreement of COUNTY and A&M SYSTEM and supersedes any prior understanding, written or oral, between them regarding the issues covered by this Lease.
- 10.4 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.
- 10.5 Alterations. A&M SYSTEM will not materially alter the Leased Premises without the prior written approval of COUNTY.
- 10.6 Time of the Essence. Time is of the essence in respect to the performance of each provision of this Lease.
- 10.7 Consent and Approval. COUNTY agrees that any consent or approval of COUNTY required under this Lease shall not be unreasonably withheld or delayed.
- 10.8 Special Provisions.
- a) The Storage Space shall be used to store firefighting equipment and supplies, including but not limited to heavy equipment, vehicles and fire suppression chemicals and other materials. The location of the 5-acre Storage Space shall be selected by mutual agreement of the COUNTY and A&M SYSTEM.
  - b) A&M SYSTEM may erect a security fence around the Storage Space at its own expense.
- 10.9 Debarment. COUNTY represents and warrants, to the best of its knowledge and belief, that neither COUNTY 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. COUNTY must provide immediate written notice to A&M SYSTEM if, at any time COUNTY 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 COUNTY knowingly made a false representation, in addition to other remedies available to A&M SYSTEM, A&M SYSTEM may terminate this Lease.

- 10.10 Force Majeure. Neither party is required to perform any term, condition, or covenant of this Lease, if performance is prevented or delayed by 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated, 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. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s).

*[Signatures follow on next page]*

**EXECUTED** in duplicate originals on the 12-day of April, 2020 by the **COUNTY**, or by its authorized agent.



**RANDALL COUNTY, TEXAS**

By: \_\_\_\_\_

*Ernie Houdashell*

**ERNIE HOUDASHELL**  
County Judge

*[Signatures continue on next page]*



EXECUTED in duplicate originals on the \_\_\_ day of April, 2020 by A&M SYSTEM, or by its authorized agent.

**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

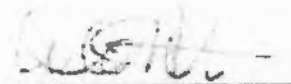
By:  5/7/2020

**TOM BOGGUS**

Director

Texas A&M Forest Service

**APPROVED AS TO FORM:**



**ASHLEA HEWLETT**

Assistant General Counsel

Office of General Counsel

The Texas A&M University System