

#14,229  
FILED FOR RECORD  
at 11:30 o'clock a. M  
AUG 09 2016  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

**INTERLOCAL AGREEMENT FOR OFFICE SPACE**  
**by and between the**  
**COUNTY OF HUNT**  
**and the**  
**BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**

This Interlocal Agreement for office space (“ILA”) is by and between the **COUNTY OF HUNT**, (hereafter “**COUNTY**”), a Texas local government entity pursuant to Chapter 71, Texas Local Government Code, and the **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, (hereafter “**TAMUS**”), for the use and benefit of the Texas A&M Forest Service (“TFS”), a member of The Texas A&M University System, an agency of the State of Texas, and is entered into pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act.

**ARTICLE 1**  
**PURPOSE – USE OF PREMISES**

**1.01** Exclusive Use: **COUNTY**, in consideration of the obligations of this ILA, provides to **TAMUS** the exclusive use of:

Approximately 600 square feet of net usable office space being Room # 469, as designated by **COUNTY**, and situated in the Hunt County Sheriff’s building, located at 2801 Stuart Street, Greenville, Hunt County, Texas 78636 (hereafter “Premises”).

**1.02** Common Use: **TAMUS** will have the non-exclusive use with **COUNTY** of those areas open for use by the general public, including by not limited to:

- A. entryway, lobby area, hallways, elevators, stairwells, and
- B. public restrooms and water fountain facilities.

**1.03** Right of Entry: **COUNTY** retains the right to enter into the Premises during the hours of 7:00 a.m. – 6:00 p.m., so long as prior notice, provided as soon as reasonably practicable, has been given to **TAMUS**

**1.04** Modification: **TAMUS** has the right to make such modifications within the Premises as may be desired for **TAMUS**’ operations, provided such modifications are approved in advance, in writing, by **COUNTY**. **COUNTY** may approve or deny such request in its discretion.

Any exterior sign to identify **TAMUS** must be requested by **TAMUS**, with proposed design submitted to **COUNTY** for approval such approval or denial to be exercised at **COUNTY**’s discretion and will be erected by **COUNTY** or will be erected by **TAMUS** with **COUNTY**’s written authorization.

- 1.05** Vehicle Parking Space: **TAMUS** may utilize 4 parking spaces located at the County Courthouse. **COUNTY** will ensure no less than one handicap access parking spaces is available, clearly marked, and in compliance with all applicable federal, state, and applicable local codes.
- 1.06** Utilities, Janitorial Services, Extermination Services: **COUNTY** will provide to the Premises all utilities and services except telecommunications installation and service.

**ARTICLE 2**  
**TERM**

- 2.01** Fixed Term: The term of this ILA will be five years commencing on August 1, 2016, and expiring at midnight, July 31, 2021, unless extended or terminated sooner pursuant to this ILA.
- 2.03** Termination/Renegotiation: Changes in federal or state law, **COUNTY's** or TFS rules and regulations, and/or The Texas A&M University System policies, may require this ILA to be terminated or renegotiated at any time. If **TAMUS** and **COUNTY** cannot agree on such renegotiated terms, either party may immediately terminate this ILA by notice to the non-terminating party.

**ARTICLE 3**  
**CONSIDERATION**

- 3.01** Rental: **TAMUS** and **COUNTY** agree there are no rental costs for use of the Premises.

**ARTICLE 5**  
**COVENANTS AND OBLIGATIONS**

- 5.01** Building Rules: **TAMUS** agrees to abide by all reasonable rules promulgated by **COUNTY** or communicated in writing by **COUNTY** to **TAMUS** during the term of this ILA for the proper operation of the Premises and the common areas of the County Courthouse and parking.
- 5.02** Use of Premises: The Premises shall be used solely as office space for **TAMUS**, and **TAMUS** shall use the Premises solely in such manner that is coincident with the necessary proper administration of state, county, and federal programs, and shall properly vacate the Premises as provided.
- 5.03** Hold over: **TAMUS** shall vacate the Premises on or before the expiration or termination of this ILA. Any holding over by **TAMUS** shall result in **TAMUS** being a tenant at sufferance notwithstanding any actions or inactions of **COUNTY**.

**ARTICLE 6**  
**TERMINATION BY COUNTY OR TAMUS**

- 6.01** Default: COUNTY or TAMUS may terminate this Lease and terminate all of COUNTY's obligations pursuant to this Lease, if TAMUS fails to perform, keep and observe any terms, covenants, or conditions required by this Lease to be performed by TAMUS.
- 6.02** Notice of default: In the event of TAMUS' default, COUNTY will give TAMUS written notice to correct such default sent pursuant to Section 10.02 of this Lease. If the default continues for 30 calendar days after TAMUS' receipt of such notice, COUNTY may terminate this Lease by written notice to TAMUS sent pursuant to Section 10.02 of this Lease.
- 6.03** Emergency Repairs: In the event TAMUS' default creates an emergency situation, COUNTY may correct any or all of the default or violations, and invoice TAMUS for the costs.
- 7.03** Property Removal: In the event TAMUS terminates this Lease, TAMUS must remove its equipment and personal property from the Leased Premises on or before the termination date, and must leave the Leased Premises clean and in a condition equal to the condition which existed at the commencement of this Lease, normal wear and tear excepted. TAMUS must not remove any fixtures or improvements constructed on the Leased Premises pursuant to this Lease, except for the rights of removal as may be expressly granted in this Lease, or as may be granted in writing by COUNTY. All movable equipment, furnishing, fixtures, apparatus and personal property must be removed in a manner so as to cause as little damage, as is reasonably possible, to the building or the Leased Premises. In the event the *County Courthouse*, including without limitation, the Leased Premises, is damaged in the process or related to removal of the property as prescribed herein, TAMUS shall be responsible for all costs associated with the repair of such damage.

**ARTICLE 8**  
**ASSIGNMENT OF LEASE**

- 8.01** Third party: TAMUS will not assign this Lease or any part of this Lease to a third party entity that is not a member of The Texas A&M University System without the prior written consent of COUNTY.
- 8.02** State agency: If TAMUS wishes to assign its interest under this Lease to any agency of the State of Texas, TAMUS must request permission from COUNTY, prior to any assignment.

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

**10.02** Notice: Any notice required or permitted under this Agreement 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. **TAMUS** 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:**                   Hunt County Courthouse  
                                  Post Office Box 1097  
                                  Greenville, Texas 75401  
                                  Attn: County Judge  
                                  Phone: 903-408-4146  
                                  Fax: 903-408-4299

**TAMUS:**                   Texas A&M Forest Service  
                                  200 Technology Way, Suite 1120  
                                  College Station, Texas 77845  
                                  Phone: 979-458-7382  
                                  Attn: Terry Smith, Contracts Officer

copy to:                   Office of General Counsel  
                                  The Texas A&M University System  
                                  Attn: System Real Estate Office  
                                  301 Tarrow, 6<sup>th</sup> Floor  
                                  College Station, TX 77840-7896  
                                  Phone: 979-458-6350  
                                  Fax: 979-458-6359  
                                  Email: sreo@tamus.edu

**10.03** Force Majeure: Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, 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.

**10.04** Governing Law: The validity of this Agreement and all matters pertaining to this Agreement, 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.

**10.05 Entire Agreement:** This Lease constitutes the complete agreement of **COUNTY** and **TAMUS** and supersedes any prior understanding, written and/or oral agreement(s) between them regarding the issues covered by this Lease.

**10.06 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.

**10.07 Current Revenues:** Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

EXECUTED this 9 day of August, 2016 by **COUNTY**.

**COUNTY OF HUNT**

By:

  
\_\_\_\_\_  
**HONORABLE JOHN HORN**  
County Judge

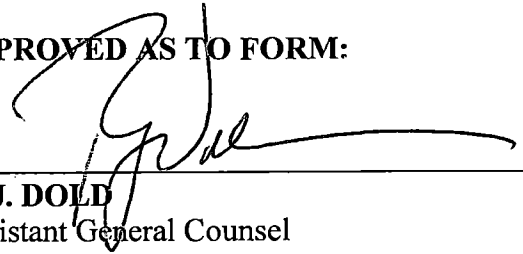
EXECUTED this 18 day of July, 2016 by **TAMUS**.

**BOARD OF REGENTS OF THE TEXAS  
A&M UNIVERSITY SYSTEM**  
for the use and benefit of the Texas A&M Forest  
Service

By:

  
\_\_\_\_\_  
**TOM G. BOGGUS**  
Director  
Texas A&M Forest Service

APPROVED AS TO FORM:

  
\_\_\_\_\_  
**R. J. DOLD**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System