

## Shared Facility Agreement

### Terms

Date: September 1, 2019

**BVCAA:** Brazos Valley Community Action Agency, Inc., a Texas corporation

**BVCAA Address:** 1500 University Drive East, College Station, Texas 77840

**A&M SYSTEM:** The Texas A&M University System, an agency of the State of Texas, for the use and benefit of Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas

Space: Approximately 2,550 square feet of net rentable area in the building as shown on Exhibit "A" attached hereto

Building: The Building located at 3370 South Texas Avenue, Bryan, Texas 77802

Legal Description: Lot 2, Block 1, Community Health Center, Brazos County, Texas

Use Fee (annually): \$1.00

Use Costs (annually): \$26,010

Term (months): 12 months

Commencement Date: September 1, 2019

Termination Date: August 31, 2020

Purpose: For use as a counseling center

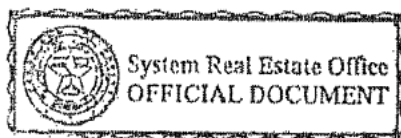
**A&M SYSTEM's Pro Rata Share:** Fourteen and 45/100 percent (14.45%)

### Definitions

**"Fee"** means the Use Fee plus **A&M SYSTEM's** Pro Rata Share of the Program Space Costs.

**"BVCAA"** means Brazos Valley Community Action Agency, Inc. and its agents, employees, invitees, licensees, or visitors.

**"A&M SYSTEM"** means The Texas A&M University System and its agents, employees, or representatives.



"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the Usable Space for the Purpose.

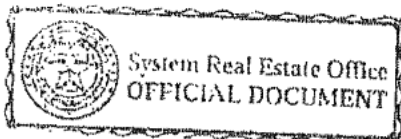
"Common Areas" means all facilities and areas of the Building that are intended and designated by BVCAA from time to time for the common, general, and nonexclusive use of all occupants of the Building. BVCAA has the exclusive control over and right to manage the Common Areas.

"Program Space Costs" means the actual expenses incurred by BVCAA for utilities (including electric, gas, water, and sewage), building liability insurance, building property insurance, lawn maintenance, janitorial, building maintenance, software information system annual fee, and deposits into the Building Maintenance Fund to be established by BVCAA. Program Space Costs will not include A&M SYSTEM's telephone system and related charges, A&M SYSTEM's insurance to insure its personal property in the Building, or any capital expenses. The amount that BVCAA deposits into the Building Maintenance Fund will be determined solely by BVCAA based on a reasonable estimate of future Building maintenance and repair costs. The estimated Program Space Costs for the term of the Agreement is \$180,000.00. Prior to the last day of January during the Term of the Agreement, BVCAA will provide to A&M SYSTEM a report setting forth the estimated Program Space Costs for the next calendar year during which this Agreement is in effect. A&M SYSTEM's Pro Rata Share of the estimated annual Program Space Costs will be determined by such annual report. As A&M SYSTEM's fiscal year does not coincide with the calendar year, any increase related to A&M SYSTEM's payment of its Pro Rata Share will require prior written approval from A&M SYSTEM.

#### Clauses and Covenants

##### A. A&M SYSTEM agrees to:

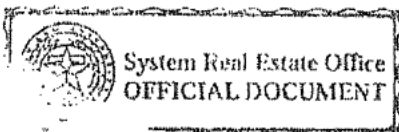
1. Use the Space during the Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Space in its present condition "AS IS," the Space being currently suitable for A&M SYSTEM's intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Space, including the rules and regulations of the Building adopted by BVCAA, a copy of which must be given to A&M SYSTEM upon execution of this Agreement.
4. Pay yearly on the first day of the calendar year, the Use Fee to BVCAA at BVCAA's Address.
5. Pay for all A&M SYSTEM telephone monthly charges and telephone long-distance charges based on a detailed invoice submitted by BVCAA.



6. Pay monthly, beginning September 1, 2019, one-twelfth (1/12) of **A&M SYSTEM's** Pro Rata Share of the estimated annual Program Space Costs (\$2,167.50/month). The minimum annual payment hereunder will be \$26,010, but must not exceed \$28,611. **BVCAA** will provide one invoice listing all 12 payment due dates and **A&M SYSTEM** will pay from that invoice. Payment will be due in advance on the first day of the month for which such rentals are due.
  - (a) Within 15 days of the end of each calendar quarter, **BVCAA** must provide to **A&M SYSTEM** a report summarizing the actual Program Space Costs incurred by **BVCAA** during the preceding calendar quarter. Within 30 days of the end of each calendar year, **BVCAA** must provide **A&M SYSTEM** with a report summarizing the total Program Space Costs incurred by **BVCAA** during the preceding calendar year.
  - (b) If **A&M SYSTEM's** Pro Rata Share of the actual Program Space Costs for the 12 month period of this Agreement exceeds \$26,010, then **BVCAA** must deliver a detailed invoice with reasonable supporting documentation reflecting the actual Program Space Costs for said 12-month period not later than 45 days following the Termination Date, and **A&M SYSTEM** will pay the excess within 30 days thereafter; provided, that in no event will **A&M SYSTEM** be obligated to pay more than \$28,611.
7. Allow **BVCAA** to enter the Space to perform **BVCAA's** obligations, inspect the Space and with five days' prior notification, show the Space to interested parties.
8. Repair any damage to the Space caused by **A&M SYSTEM**.
9. Submit in writing to **BVCAA** any request for repairs, replacement, and maintenance that are the obligation of **BVCAA**.
10. As an agency of the State of Texas, maintain self-insurance as allowed by the limits established under the Texas Tort Claims Act, V.T.C.A. Civil Practices and Remedies Code, Chapter 101, Section 101.027.
11. Vacate the Space and return all keys to the Space on termination of this Agreement.

**B. A&M SYSTEM agrees not to:**

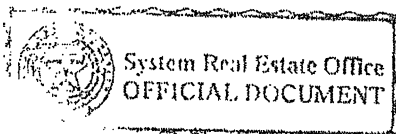
1. Use the Space for any purpose other than training and counseling services, and research and development.
2. Create a nuisance.



3. Interfere with normal business operations or **BVCAA's** management of the Building.
4. Permit any waste.
5. Use the Space in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the Building.
6. Change **BVCAA's** lock system.
7. Alter the Space, without prior written permission of **BVCAA**.
8. Allow a lien to be placed on the Building.
9. Assign this Agreement without **BVCAA's** written consent.

**C. BVCAA agrees to:**

1. Allow **A&M SYSTEM** to use the Space for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Building.
3. Provide normal utility service connections to the Building.
4. Repair, replace and maintain the (a) roof, (b) foundation, (c) Common Areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Building.
5. Insure the Building against all risks of direct physical loss in an amount equal to at least 90% of the full replacement cost of the same as of the date of the loss and liability; **A&M SYSTEM** will have no claim to any proceeds of **BVCAA's** insurance policy.
6. Provide the following services: (a) air conditioning and heating to the Space reasonable for **A&M SYSTEM's** Use (exclusive of air conditioning or heating for electronic data-processing or other specialized equipment), (b) hot and cold water for lavatory and drinking purposes; (c) janitorial service and periodic window washing; (d) electric current for normal office machines and the Building's standard lighting reasonable for **A&M SYSTEM's** Use; and (e) lighting in Common Areas and fluorescent lights in the building's standard light



fixtures in the Building; (f) lighting in parking areas for the security of Building users and (g) install and maintain a fully operational security system.

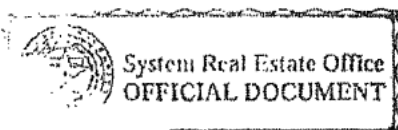
7. Provide **A&M SYSTEM** with quarterly and annual reports of actual and estimated Program Space Costs.

**D. BVCAA agrees not to:**

1. Interfere with **A&M SYSTEM**'s use of the Space as long as **A&M SYSTEM** is not in default.
2. Unreasonably withhold consent to a proposed assignment.

**E. BVCAA and A&M SYSTEM agree to the following:**

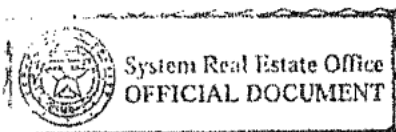
1. **Alterations.** Any physical additions or improvements to the Space made by **A&M SYSTEM** will become the property of **BVCAA** upon the termination of this Agreement. **BVCAA** may require that **A&M SYSTEM**, at termination of this Agreement and at **A&M SYSTEM**'s expense, remove any **A&M SYSTEM** physical additions and improvements, repair any **A&M SYSTEM** alterations, and restore the Space to the condition existing at the Commencement Date, normal wear and tear excepted. Any equipment purchased and installed by **A&M SYSTEM** remains the property of **A&M SYSTEM**.
2. **Renewal.** This Agreement is renewable subject to the written mutual agreement of both **BVCAA** and **A&M SYSTEM**. **A&M SYSTEM** will notify **BVCAA** of its intent to renew at least 60 days prior to the end of the current term. **A&M SYSTEM** may terminate this Agreement before the end of the term by providing 90 days written notice to **BVCAA**.
3. **A&M SYSTEM's Default.** In the event **A&M SYSTEM** is in default in the payment of rentals or other charges or otherwise breaches its covenants or obligations, and remains in default for a period of 30 calendar days after written notice from **BVCAA** to **A&M SYSTEM** of such default, **BVCAA** has the right to terminate this Agreement and declare it at an end, and enter upon and take possession of the Space. **BVCAA** will have the remedies now and hereafter provided by law for recovery of rent, possession of the Space and damages occasioned by, such default.
4. **BVCAA's Default.** In the event **BVCAA** breaches or is in default in the performance of any of the covenants or obligations imposed upon **BVCAA** by this Agreement and remains in default for a period of 30 calendar days after written notice from **A&M SYSTEM** to it of such default, **A&M SYSTEM** has the right to terminate this Agreement and declare it at an end. **A&M SYSTEM** will have the remedies now and hereafter provided by law for recovery of



damages occasioned by such default. In lieu of a formal declaration of default and resulting termination, and in special cases urged by the occupying **A&M SYSTEM** member, **A&M SYSTEM** may withhold payment of rent from **BVCAA** until such time as the violations have been corrected. If violations of this Agreement create an emergency situation and threaten the occupying **A&M SYSTEM** member's ability to use the Space, **A&M SYSTEM** may correct all or any part of the violations and deduct the cost from rentals due **BVCAA**. Such extraordinary remedies will only be undertaken in the best interest of **A&M SYSTEM** when a move following termination would be highly disruptive to the occupying **A&M SYSTEM** member and detrimental to its statutory functions.

5. 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, will be governed and determined by the Constitution and the laws of the State of Texas.
6. Entire Agreement. This Agreement is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Agreement.
7. Amendments. This Agreement may be amended only by an instrument in writing signed by **BVCAA** and **A&M SYSTEM**.
8. Notices. Any notice required or permitted under this Agreement must be in writing, and will 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 shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
9. Abandoned Property. **BVCAA** may retain, destroy, or dispose of any property left in the Space at the end of the Term.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**



EXECUTED this 9<sup>th</sup> day of October, 2019 by BVCAA, to be effective September 1, 2019.

**BRAZOS VALLEY COMMUNITY ACTION AGENCY, INC.** a Texas corporation

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

**ERIC TODD**

Chief Executive Director

EXECUTED this 15<sup>th</sup> day of October, 2019 by A&M SYSTEM, to be effective September 1, 2019.

**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 University, a member of The Texas A&M University System, an agency of the State of Texas

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

**DEAN K. ENDLER**

Assistant Vice President for Business  
Services and University Contracts Officer  
Texas A&M University

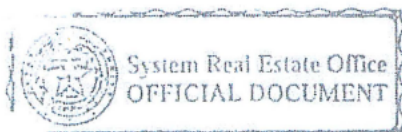
**APPROVED AS TO FORM:**

**JENNIFER J. WRIGHT**

Assistant General Counsel

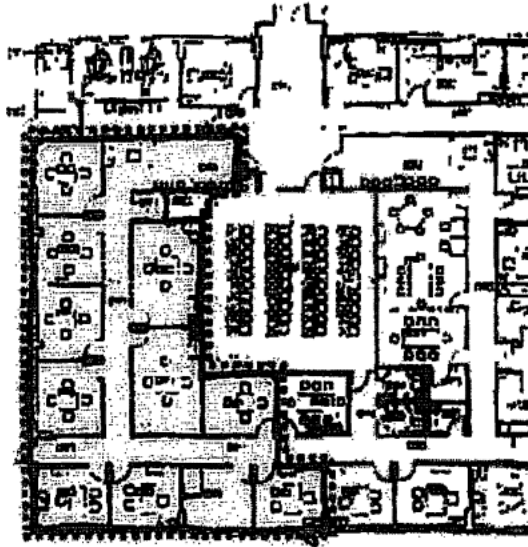
Office of General Counsel

The Texas A&M University System



**Exhibit A  
to  
Shared Facility Agreement  
between  
BVCAA and TAMUS**

**Approximately 2550 Square Feet  
at  
3370 South Texas Avenue  
Bryan, Texas 77802**



**Legal Description:  
Lot 2, Block 1, Community Health Center, Brazos County, Texas**

