

**Lease Agreement Between the County of Galveston and the Galveston County  
Emergency Communication District to Lease a Portion of the County's Emergency  
Management Facility Located on FM 646 in League City, Texas**

This Lease is made and entered into effective this the 1st day of April 2025, between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter called the **Lessor**, and the **Galveston County Emergency Communication District**, hereinafter called the **District**. Its purpose is to provide space for the **District** in the Emergency Management Facility (Facility) located at 1353 FM 646 in League City, Galveston County, Texas 77539, to be used for 911 and other emergency communication operations in Galveston County and for no other purpose.

**Recitals:**

1. **The Leased Premises.** The **Lessor** hereby demises and leases unto the **District** space consisting of 2,570 square feet of office space out of the **Lessor's** 23,500 square foot Facility. The right to use common areas and facilities with other occupants of the Facility is included. The Leased Premises shall provide the following:

- a) Access to the Leased Premises from State of Texas Farm to Market Road 646.
- b) Electronic card key access to front entrance, **District** office space, and other common areas.

The Lease is for the term, at the rental and upon the provisions hereinafter stated.

2. **Term of Lease.** The primary term of this Lease shall be for a period of ten (10) years, beginning on the effective date and ending on the day before the tenth (10<sup>th</sup>) anniversary of the effective date, unless sooner terminated or extended as provided in this Lease.

3. **Purpose.** The Leased Premises shall be solely used for housing the **District** to conduct routine **District** and other **District**-related operations. No other use of the Leased Premises shall be permitted other than the rights herein specifically granted, unless consent to such use is obtained in writing from the **Lessor**.

4. **Operating Costs.** During the term of this Lease and for each renewal term thereafter, the **District** shall pay an estimated amount of rent sufficient only to recover the **District's** pro rata cost of all expenses incurred for operations, maintenance and utilities, plus the additional costs of any special services (e.g., additional janitorial services or alterations) requested by the **District** that are not routinely provided to other occupants of the Facility. These expenses include, without limitation, costs of heat, air conditioning, gas, water, sewer, communications tower maintenance and repairs, mechanical work, janitorial services, general and routine maintenance and repairs, grounds maintenance services, minor modifications and upkeep of the Leased Premises, and certain **Lessor** administrative expenses, mutually and annually agreed to by both parties, attributable to occupancy.

The annual Operating Costs will be determined by multiplying the rate per square foot by 2,570.

Subject to increases or decreases in Operating Costs as provided

hereinafter, the **District** shall pay the **Lessor** for the first year of this Lease \$18,500.00, at the rate of \$1,542.00 per month.

Beginning with the second year of the Lease and each year thereafter, the **Lessor** will provide to the **District**, within sixty (60) calendar days after the anniversary date of the Lease, written notice and adequate documentation to determine actual versus estimated Operating Costs applicable to the **District's** occupancy for the preceding year. These actual Operating Costs for the preceding year will be agreed to by the **District** and the **District** will process a one-time lump sum payment to the **Lessor** or receive a credit to reflect the difference.

Also, beginning with the second year of the Lease and each year thereafter, upon mutual agreement, the estimated monthly rate will be adjusted accordingly, effective on the anniversary date of the Lease.

**Lessor** shall not be paid for any specialized, unique or additional services which are not authorized in advance by the **District** or its designee. Upon presentation of a properly certified invoice, payment will be made by the **District** for services requested and furnished.

The **Lessor** shall make available for the **District** such supporting data regarding the costs referred to herein, as may reasonably be required by the **District** to verify the accuracy of any statement for rental.

**5. Termination.** Either party may terminate this Lease at the end of each anniversary date during the primary term by giving at least one hundred twenty days (120) days' prior notice in writing to the other party, at which time the **District** will vacate the Leased Premises and no rental shall accrue after the

effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**6. Alterations.** Either party shall have the right during the existence of this Lease, upon prior written approval first being obtained from the other party, to make major modifications, alterations or improvements and to attach fixtures, and erect structures or signs in or upon any portion of the Facility. These fixtures, additions or structures so placed in, on, upon, or attached to the Facility shall be and remain the property of the responsible party and may be removed or otherwise disposed of by the responsible party. Either party shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of its occupied portion of the Facility. If, during the term of this Lease or any renewals or extensions thereof, either party desires to undertake major modifications, alterations, additions or improvements, such changes shall be contracted for and made at the party's sole expense provided that:

a) Such alterations and additions do not diminish the value or utility of the Facility or change the use thereof.

b) Any damage caused by the removal of fixtures, additions, or structures by either party will be repaired and the Facility will be restored to the same or as good condition as existed at the time this Lease was signed, reasonable wear and tear excepted.

c) Both parties will mutually agree to coordinate major alteration projects to determine no negative impact to either party will occur. Such agreement shall not be unreasonably delayed or denied.

d) Both parties will be able to inspect such alterations during construction to



ensure construction is in accordance with the pre-approved plans and specifications.

e) Both parties will be furnished with a hard copy of the modified “as-built” plans and specifications upon completion of the modifications.

7. **Plans and Specifications.** Computer-Aided Design (CAD) files of as-built floor plans showing the Leased Premises, as well as corridors, stairways, and core areas, shall be provided to the **District**, upon completion of the construction project. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is “.DWG”. The clean and purged files shall be submitted in electronic format. The **District** will also be provided access to these as-built plans upon request.

8. **Option Extension.** This Lease may be renewed at the option of the **District** for two (2) consecutive five (5)-year terms upon the terms and conditions herein specified. The **District’s** option shall be deemed exercised and the Lease renewed for each five (5)-year term, unless the **District** gives the **Lessor** written notice thirty (30) days prior to the expiration of this Lease or any renewal thereof, that it will not exercise its option. No renewal, however, shall extend this Lease for a period more than twenty (20) years from the effective date of this Lease. All other terms and conditions shall remain the same during any renewal term.

9. **Holdover.** If, after expiration of the Lease, the **District** shall retain possession of the Leased Premises, the Lease shall continue in force and effect on a month-to-month basis. Rental shall be paid monthly in arrears on a prorated basis at the rate paid during the previous Lease term, adjusted as necessary to pay the **District’s** pro-rata share of the Facility’s Operating Costs.

10. **Relocation.** If during any renewal period the **Lessor** desires to change the location of sites furnished the **District** pursuant to this Lease, or the **Lessor** changes or modifies its facilities in such a manner so as to adversely affect or render useless **District** equipment, facilities, and/or related power, control, or signal lines, the **District** may terminate this Lease upon giving Lessor thirty (30) days' prior written notice.

11. **District's Covenants.** This Lease is made upon the following additional express conditions and limitations, each of which covenants the **District** shall observe and perform throughout the term of this Lease and any extension thereof:

a) The **District** will make payments under the terms and conditions specified herein. The **District** will make payments under this Lease by EFT to the **Lessor's** Depository Bank via a Vendor Profile Form given to the **District** by the **Lessor's** County Treasurer. Each payment shall be considered as being made on the day an electronic funds transfer (EFT) is made. Each subsequent payment will automatically be made by no later than the tenth (10<sup>th</sup>) day of each month. Although **Lessor** may choose to do so, no invoice is required to be sent for a monthly payment. In the event the **Lessor** elects to designate a different financial institution for the receipt of payment made using EFT procedures, notification of such change and the required information must be received by the **District** no later than thirty (30) days prior to the date such change is to become effective. **Lessor's** failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

b) Without the prior written consent of the **Lessor**, neither this Lease nor any part thereof shall be assigned; nor shall any right or interest thereto or therein be conferred on or vested in anyone, other than the **District**, whether by operation of law or otherwise; nor shall the **District** let, sublet, underlet or permit the Leased Premises, or any part thereof, without such prior written consent of the **Lessor**, however such prior written consent of the **Lessor** shall not be unreasonably delayed or denied.

c) The **District** will conform to such reasonable regulations which may be established by the **Lessor** for the general safety and convenience of all of the occupants of the Emergency Management Facility. Such regulations cannot unreasonably interfere with the administration, operations and services of the **District**.

d) The **District** carries both Workers Compensation and third-party liability insurance. The **District** agrees to consider and adjudicate any claims for damage or injury sustained by third parties. Such adjudication will be made pursuant to the Texas Tort Claims Act.

e) The **District** shall not keep any explosive or hazardous waste materials on the Leased Premises, conduct any offensive occupation thereon, or operate any machinery thereon that may injure any person or cause environmental or other damage to the Leased Premises.

f) The **District** assumes full control and sole responsibility for its activities, equipment and personnel while at the Leased Premises. Further, the **District** agrees to promptly consider and adjudicate any and all claims which may arise from its operations at the Leased Premises. Such adjudications may be made under what is commonly

referred to as the Texas Tort Claims Act or under such other authority as may be available to the **District**. Such considerations shall be given to all claims, demands or suits arising directly or indirectly from the **District's** use of the Leased Premises.

g) The **District** shall maintain in tenantable condition the Leased Premises and, at the expiration or other termination of this Lease, shall surrender said Leased Premises and fixtures in as good condition as reasonable use will permit.

h) The **District** agrees to allow the **Lessor** to enter upon and examine the Leased Premises for the purposes of inspection and making any repairs which the **Lessor** deems necessary for the protection of the Facility and Leased Premises. Such access shall not unreasonably interfere with the **District's** operations.

i) The **District** intends to use its best efforts to cooperate with all Federal, state and local laws provided that nothing in this Lease shall be construed as a waiver of any sovereign immunity of the **District**.

j) The **District** will maintain such property damage insurance it desires on its personal property that is located within the Leased Premises.

**12. Lessor's Covenants.** This Lease is made upon the following additional express conditions and limitations, each of which covenants the **Lessor** shall observe and perform throughout the term of this Lease and any extension thereof:

- a) The **District** shall peaceably hold and enjoy the Leased Premises.
- b) The **Lessor** shall ensure that utilities necessary for operation are available and all associated costs are included as part of the established

Operating Costs. The refilling of the generator fuel storage tank shall be included as a service necessary for operation; and a 50% fuel level shall be maintained.

c) The **District** reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the Leased Premises and all other areas of the Facility to which access is necessary to ensure a safe and healthy work environment for the **District's** tenants and the **Lessor's** performance under this Lease.

d) If the Facility is partially or totally destroyed or damaged by fire or other casualty so that the Leased Premises is untenable as determined by both parties, the **District** may terminate the Lease upon fifteen (15) calendar days' written notice to the **Lessor** and no further rental will be due.

e) The **Lessor** shall maintain the Leased Premises, including the Facility, Facility systems, and all equipment, fixtures and appurtenances furnished by the **Lessor** under this Lease, in good repair and tenantable condition. Upon request of the **District**, the **Lessor** shall provide written documentation that the Facility's systems have been maintained, tested, and are operational.

f) In the event the **Lessor** fails to perform any service, to provide any item, or meet any requirement of this Lease, the **District** may, after adequate circumstantial notice is provided to the **Lessor**, perform the service, provide the item, or meet the requirement, either directly or through a contract. The **Lessor** will credit any costs incurred for the service or item, including administrative

costs, from the Operating Costs payments.

g) This Lease shall bind and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

h) If the **District** fails to occupy any mutually agreed upon portion of the Leased Premises before the Lease term expires, the Operating Costs will be reduced. The Operating Costs will be reduced by that portion of the costs per usable square foot not required to maintain the space. The reduction takes effect thirty (30) calendar days thereafter and continues in effect until the **District** reoccupies the portion it vacated or the Lease expires or is terminated.

### **13. Maintenance Requirements.**

a) All work in performance of this Lease must be done by skilled workers or mechanics and be acceptable to the **District**. Architectural finishes and Facility systems must comply with all applicable local codes and ordinances, including health and safety codes, and comply with the safety and handicapped accessibility requirements hereinafter stated.

b) All windows must be weather tight. Operable windows must have locks. All exterior windows shall be equipped with window blinds or draperies.

c) The **Lessor** shall provide and operate all Facility equipment and systems in accordance with applicable manufacturer's technical publications, manuals and industry standard procedures.

d) Mains, lines and meters for utilities shall be provided by the **Lessor**.

e) The **Lessor** shall be responsible for meeting the applicable requirements of the National Electric Code, the National Electric Safety Code, Standards of the National

Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

f) Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes. Distribution panels must be circuit breaker type and shall be plainly marked or labeled to identify circuits or equipment supplied through them.

g) The **Lessor** is encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESOC) to determine whether opportunities for cost effective energy improvements to the space are available. A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained referring to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or by calling the FEMP Help Desk at 1-800-566-2877.

h) Restrooms shall be provided on each floor where the **District** leases space.

i) HVAC facilities shall function as required by current standards and recommendations of the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. and the National Fire Protection Association Standards 90A and 91. Outside air intake during heating and cooling seasons shall be reduced to the greatest extent feasible. Under most conditions, a 10% outside air intake will be adequate for general office space. Under certain outside air temperature and humidity conditions, the use of up to 100% outside air will be the most energy-economical method of operation.

j) Telecommunications switch rooms, wire closets, and related spaces



provided by the **Lessor** shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of one-half inch (1/2"). **Lessor** shall ensure that all outlets and associated wiring used to transmit telecommunications (voice) service to the workstation shall be safely concealed in floor ducts, walls or columns.

k) The **Lessor** shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns or below access flooring. The **District** shall at its expense be responsible for purchasing and installing any such cable. Such cable must be compatible with telecommunication service used by the **Lessor** and other occupants of the Facility. Under no circumstances may any such cable installed by the **District** interfere with, alter, diminish the effectiveness, or affect in any style or manner any cable owned by **Lessor** and/or other occupants of the Facility. When cable consists of multiple runs, the **Lessor** shall provide cable trays to ensure that **District**-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the **District**-occupied space such that the horizontal distance between individual drops does not exceed thirty feet (30').

l) The **District** reserves the right, solely at its own expense, to provide its own telecommunication (voice and data) service in the Leased Premises. The **District** may contract with another party to have inside wiring and telephone equipment installed or use wiring provided by the **Lessor**, if available. All telecommunication service installed by the **District** must be compatible with telecommunication service used by the **Lessor** and other occupants of the Facility. Under no circumstances may any such



service installed by the **District** interfere with, alter, diminish the effectiveness, or affect in any style or manner any telecommunication service owned by **Lessor** and/or other occupants of the Facility. In any case, space for telecommunication equipment shall be provided by the **Lessor**.

m) The **Lessor** shall provide suitable passenger and freight elevator service to all **District**-leased space not having ground level access. Elevators shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, Inspector's Manual for Elevators, or equivalent local code. Elevators shall also comply with local codes and ordinances.

n) The **Lessor** shall provide incandescent or fluorescent fixtures with thermally protected ballasts capable of producing and maintaining a uniform lighting level of fifty (50) foot-candles at working surface height throughout the space. Facility entrances and parking areas must also be lighted. The **Lessor** will provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters (this includes moving and return of furniture, if necessary).

o) Moving of computers or other sensitive equipment shall be the responsibility of the **District**.

p) Facility entrances and parking areas must be lighted.

q) The **Lessor** shall provide security devices comparable to the types of protection given similar enterprises to prevent illegal entry or loitering in the Leased Premises and to prevent unauthorized entry after normal business hours. Off-street ground level windows and those accessible from fire escapes and adjacent roofs must have sturdy locking devices.

r) The **District** reserves the right, solely at its expense, to provide or arrange to provide additional protective services consisting of law enforcement and security activities to ensure the safety of all visitors and occupants of the Leased Premises, to safeguard the **District's** real and personal property, and to prevent interference with or disruption on all property under **District** control. This may include but is not limited to security guard service and alarm systems or devices.

s) The following service requirements are to be provided by the **Lessor** as part of the Operating Costs. The **Lessor** shall provide and operate all Facility equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines and meters for utilities shall be provided by the **Lessor**. Exposed ducts, piping and conduits are not permitted in office space. The **Lessor** must have a Facility technician or designated representative available to promptly correct deficiencies. Services shall be provided by the **Lessor** throughout the life of the Lease.

t) Services shall be provided daily, including Saturdays, Sundays, Federal and Lessor holidays.

u) The **District** shall have access to the Leased Premises at all times.

v) Landscape and grounds maintenance shall be performed at a level mutually agreeable to the **Lessor** and the **District**. Rodents and other pests shall be exterminated.

w) The **Lessor** is responsible for the total maintenance and repair of the Leased Premises. Such maintenance and repair responsibility include site and private access roads. All equipment and systems shall be maintained to provide reliable,

energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The **Lessor's** maintenance responsibility includes initial supply and replacement of all supplies, materials and equipment necessary for such maintenance. Maintenance work on, testing of, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all maintenance records pursuant to this paragraph shall be forwarded to the **District** upon request.

x) Without any additional charge, the **District** reserves the right to require the **Lessor** to test, as required, with proper notice, such systems as fire alarm, sprinkler, emergency generator (weekly), UPS (quarterly), etc., to ensure proper operation. These tests shall be witnessed by a representative of the **District** and will be conducted at such dates and times as is mutually agreeable to both parties.

y) Equipment, services, or utilities furnished and activities of other occupants shall be free of known safety, health and fire hazards which affect **District** operations, personnel or property. When hazards are detected, they must be promptly corrected at the **Lessor's** expense.

aa) The Leased Premises may be evaluated in accordance with the NFPA. Generally, the evaluation will consider: Facility construction type; height; existing and proposed occupancies; location, in relation to grade, of the space for **District** occupancy; means of egress; Facility evacuation times; fire department response time; existing or proposed sprinkler systems; presence of friable asbestos; manual fire alarm systems; and other factors. The **Lessor** will be advised of the findings of the evaluation.

Correctable deficiencies shall be addressed and agreements reached thereon by the **District and the Lessor.**

bb) Portable fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the **Lessor.** Initial and replacement charges for fire extinguishers shall be provided by the **Lessor.** Inspection (quick check) and maintenance (thorough check) of these extinguishers shall be done in accordance with NFPA Standard No. 10.

cc) A manual fire alarm system shall be provided in buildings which are three (3) or more stories in height; in buildings occupied by one hundred (100) or more Federal employees above or below grade; and, in buildings containing more than fifty-thousand (50,000) square feet gross floor area. Manual fire alarm systems shall be provided in accordance with NFPA Standard 101. Systems shall be maintained and tested by the **Lessor** in accordance with NFPA Standard 72, National Fire Alarm Code. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department (NFPA Standard 72) or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, National Electrical Code, and NFPA Standard 72.

dd) Fire doors shall conform with NFPA Standard No. 80.

ee) Emergency lighting must provide illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the Facility. The emergency lighting system used must be such that it will operate even if the public utility power fails. Automatic switching must be provided for the emergency power supply.

ff) The **Lessor** shall maintain the Leased Premises in a safe and healthful condition according to accepted safety practices.

gg) If parking is provided, then at least a minimum of 1%, maximum of 4% of those parking spaces closest to the Facility should be designated for use by the physically handicapped. Each space shall be at least eight feet (8') wide bordered by a minimum five-foot (5') access aisle to walks and ramps. Two (2) spaces may share a common aisle.

hh) At least one (1) accessible route having no steps or abrupt changes in level shall be provided from the accessible parking space(s), public sidewalk(s), and transportation stop(s), if provided, into each accessible primary Facility entrance. Public walks in these access paths should be at least thirty-six inches (36") wide with a slope no greater than one-foot rise in twenty feet (20'). These walks shall also be stable, firm, and slip resistant.

ii) Where ramps are necessary or desired, they shall be of a non-slip surface, with a slope no greater than one-foot rise in twelve feet (12'). They must have a minimum clear width of three feet (3') with level landings at the top and bottom of each ramp run. Each landing shall be as wide as the widest ramp run leading into it. Landings on a straight run ramp shall be five feet (5') minimum. Intermediate landing for turning ramps shall be a minimum of five feet (5') by five feet (5'). Continuous handrails shall be provided on both sides of all ramps with a vertical rise greater than six inches (6"). Ramps with vertical drop-offs greater than six inches (6") shall have curbs, walls, railings, or projecting surfaces.

jj) Unless otherwise designated by the **District**, cleaning is to be

performed after tenant working hours. Daytime cleaning, if allowed, shall not interfere with **District** business. The **Lessor** shall maintain the Leased Premises, including outside areas, in a clean condition and shall provide supplies and equipment. Janitorial service contractors and personnel shall be bonded against employee theft and damage. Performance will be based on the **District's** evaluation of results, not the frequency or method of performance. Services shall be furnished in accordance with the following schedule showing frequency and work to be accomplished:

1) Daily – Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep, dry mop computer access flooring, damp mop other areas, and scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the Facility. Police sidewalks, parking areas, driveways, lawns and shrubbery.

2) Every Other Day – Sweep or vacuum stair landings and steps.

3) Weekly – Damp mop and spray buff all resilient floors in toilets.

4) Every Two (2) Weeks – Spray buff resilient floors in secondary corridors, entrances and lobbies. Wet mop and spray buff hard and resilient floors in office space.

5) Monthly – Thoroughly dust all horizontal surfaces of furniture in office areas. Thoroughly vacuum carpets and/or sweep full floor areas

in office space. Spot clean wall surfaces. Sweep the full floor area in storage space.

6) Every Two (2) Months – Damp wipe toilet wastepaper receptacles, staff partitions, doors, window sills and frames. Clean entrance and elevator carpets.

7) Quarterly – Dust vertical surfaces and walls in office areas.

8) Semi-Annually – Strip and apply finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas. Wash both sides of exterior windows.

9) Annually – Wash all Venetian blinds. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors.

10) Every Two (2) Years – Shampoo carpets in non-public areas.

11) Every Five (5) Years – Clean all drapes.

12) As Required – Cut grass, maintain plants. During inclement weather, lay out floor mats in the entrance and lobbies. Remove snow from walks, drives, and parking area if accumulation is more than three (3) inches. Clean and store mats when no longer required. Perform trash removal, pest control, lawn and grounds maintenance, and snow and ice removal. Sweep sidewalks, parking areas and driveways, weather permitting.

kk) The **Lessor** shall be responsible for keeping the Leased Premises and all additions thereto, and replacements thereof, insured against loss,

damage and destruction by flood, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to as “flood insurance”, “windstorm and hail” and “fire and extended coverage” in an amount not less than 80% of the then full replacement value of the Leased Premises. The policies of insurance shall be carried in good and responsible companies authorized to do business in the state of Texas, and the proceeds of all insurance shall be payable to the **Lessor**.

**14. Parking.** The **Lessor** shall provide the **District 2** covered “no parking” to enable it to have room to program its emergency vehicles as necessary. Also, the **Lessor** will provide 5 covered parking spaces for its employees. The **Lessor** shall also provide regular and handicap parking spaces for visitors to the Leased Premises on a first-come, first-served basis on or adjacent to the Leased Premises, at no additional Lease charge.

**15. Notices.** All notices to the **Lessor** or the **District** shall be sent by certified or registered mail at the following addresses:

County of Galveston  
County Judge  
County Courthouse  
722 Moody, 2<sup>nd</sup> floor  
Galveston, TX 77550

Executive Director  
Galveston County Emergency  
Communication District  
1353 FM 646 West  
Dickinson, Texas 77539

or at such other address as either party may designate by written notice to each other.

**16. Severability.** This Lease is made under the applicable laws of the State of Texas, unless preempted by Federal law, and if any term, clause, provision, part or portion of this Lease shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Lease shall not be affected thereby, and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had



not been written.

17. **Amendment.** Any and all provisions and clauses in this Lease can be amended or deleted by the parties only by mutual agreement and any such change shall be in writing and attached to this Lease as a Supplemental Lease Agreement.

18. **Entire Agreement.** This Lease contains the entire agreement between the parties relating to their rights and obligations under this contract. A prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. An official representative, employee, or agent of either party does not have authority to modify or amend this contract except pursuant to specific authority to do so, granted by their governing body which is the **Commissioners' Court** for the **Lessor** and the Board of Managers for the **District**.

19. **Benefit to Parties.** This Lease is intended to inure only to the benefit of the **Lessor** and the **District**. This Lease is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

Executed this 31st day of March, 2025.

County of Galveston

Galveston County Emergency  
Communication District


  
Mark Henry  
County Judge

  
Jack Wilkins  
Executive Director

Attest:

  
Dwight D. Sullivan, County Clerk

BY

  
Mae Ross  
Deputy

