



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 20, 2009

SUBJECT: Discussion and Approval of Interlocal Agreements For The Lease of Premises and /or Land Between Hidalgo County Head Start Program And The City of Alamo (land), City of Alton (land), City of Donna, City of Hidalgo (land), City of Pharr (land), City of Palmview (land & Bldg), City of Progreso (land), City of San Juan (land), City of Mission, City of Elsa, City of McAllen, City of Weslaco, Edinburg Housing Authority, Mercedes Housing Authority (land), McAllen Housing Authority, Edcouch-Elsa ISD, La Joya ISD (land), and Monte Alto ISD.

RATIONALE/NEED: Approval of Interlocal Agreements for premises and/or land is needed to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: See Attached Schedule

RELATED INFORMATION INCLUDED: Interlocal Agreement

INITIATED BY: Ambrosio Tovar, Procurement Director *At*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *Ed*

PROGRAM DIRECTOR'S APPROVAL: *Jeres Flores*

Hidalgo County Head Start Program

Interlocal Agreement

		Municipality	Center	Facility	Land
1	1	City Of Alamo	Alamo Head Start	\$ -	\$ 1.00
2	2	City of Alton	Alton Head Start	\$ -	\$ 250.00
3	3	City of Donna	Donna II	\$ -	\$ 1.00
4	4	City of Hidalgo	Hidalgo Head Start	\$ -	\$ 1.00
5	5	City of Pharr	Las Milpas I Head Start	\$ -	\$ 1.00
6	6	City of Pharr	Pharr Head Start	\$ -	\$ 1.00
7	7	City of Palmview	Palmview I Head Start /Annex	\$ 1.00	\$ 400.00
8	8	City of Progreso	Progreso Head Start	\$ -	\$ 500.00
9	9	City of San Juan	San Juan Head Start	\$ -	\$ 1.00
10	10	City of Mission	Mission I Head Start	\$ 500.00	\$ -
11	11	City Of Elsa	Elsa Head Start	\$ 850.00	\$ -
12	12	City of McAllen	McAllen II Head Start	\$1.00/Yr	\$ -
13	13	City of Weslaco	Weslaco I Head Start	\$ 1,218.40	\$ -
		Housing Authority	Center	Facility	Land
14	1	Edinburg Housing	Edinburg I Head Start Center	\$ 450.00	\$ -
15	2	Edinburg Housing	Edinburg II Head Start Center	\$ 450.00	\$ -
16	3	Mercedes Housing	Mercedes I Head Start	\$ -	\$ 250.00
17	4	McAllen Housing	McAllen V Head Start	\$ -	\$ -
18	5	McAllen Housing	Vine Terrace Head Start	\$ 1,200.00	\$ -
		Independent School District	Center	Facility	Land
19	1	Edcouch-Elsa ISD	Edcouch Head Start	\$ 500.00	\$ -
20	2	Edcouch-Elsa ISD	Edcouch Kitchen	\$ 1.00	\$ -
21	3	La Joya ISD	La Joya Head Start	\$ -	\$ 1.00
22	4	Monte Alto IDS	Monte Alto Head Start	\$ 600.00	

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN _____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____
herein referred to as the "LESSOR" and Hidalgo County through the Head Start
Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this
Lease, and other good and valuable consideration, LESSOR demises and leases
to LESSEE, and LESSEE leases from LESSOR, on which certain building
described real property on which Head Start Building lies on and is situated at
Corner of 2221 & Western Rd. Mission, Texas in and depicted in Exhibit "A",
attached hereto. The premises leased hereunder are referred to in this Lease as
"the Premises" known by lessee as "Western Road" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of
HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special
terms (if any) which may be listed below, and which shall be determined by
mutual agreement of both parties. The Leased Premises are deemed for the
purposes of this Agreement to constitute 100% percent of such buildings in which
the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on January 1st 2010 ("commencement date") and ending on December 31st, 2010 ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of January, 2011, for a term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of \$_____ per year, in twelve (12) equal payments of \$_____ on the 1st day of each month. Payment shall be mailed to Name/Address City, State Zip Code Shown on Article VII, 7.01.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSOR'S will keep all and singular the said building, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make alteration, paint the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSEE shall maintain the building roof, air conditioner, heating system before and during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights

and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2009.

LESSEE:

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____
Ricardo Gonzalez
Oxford & Gonzalez, Attorney
for Hidalgo County Head Start Program

BY: _____
Stephen Crain
Atlas & Hall, LLP
Attorney for Hidalgo Country

Date Approved by Policy Council: 3/11/09
Date Approved by County Commissioner: 3/24/09