

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** 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, that certain described real property on which Head Start Building lies on and is situated at **201 N. Yellow Jacket Drive, Elsa, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Edcouch Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$24,000.00 in twenty-four (24) equal monthly payment of \$1,000.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

Edcouch-Elsa I.S.D.  
Attn: Frank Perez, Interim Superintendent  
P.O. Box 127  
Edcouch, Texas 78538

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Frank Perez, Interim Superintendent  
Edcouch-Elsa I.S.D.

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The Edcouch-Elsa I.S.D. building located at 201 N. Yellow Jacket Drive, Elsa, Texas and designated as Head Start Classrooms, Administration Office Space and playground area

### Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS                   §  
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COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** 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, that certain described real property on which Head Start Building lies on and is situated at **831 E. Edinburg Hwy 107, Elsa, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Edcouch Central Kitchen” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START KITCHEN subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (10) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$12,000.00 in twenty-four (24) equal monthly payment of \$500.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

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

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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 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.

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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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

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### **WAVIER OF BREACH**

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Edcouch-Elsa I.S.D.  
- Attn: Teresa Flores, Executive Director  
P.O. Box 127  
Edcouch, Texas 78538

**LESSEE:**

Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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.

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### **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**

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### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Frank Perez, Interim Superintendent  
Edcouch-Elsa I.S.D.

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The Edcouch-Elsa I.S.D. building located at 831 E. Edinburg Hwy 107, Elsa, Texas and designated as Head Start Central Kitchen, and Administration Office Space

### Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ELSA AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **City of Elsa** 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, that certain described real property on which Head Start Building lies on and is situated at **700 Northwest Hidalgo, Elsa, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Elsa Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$20,400.00 in twenty-four (24) equal monthly payment of \$850.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the City of Elsa, PO Box 427, Elsa, Texas 78538.

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 herein

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**

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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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

City of Elsa  
Attn: Alonzo Perez, Mayor  
P.O. Box 427  
Elsa, Texas 78543

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Alonzo Perez, Mayor  
City of Elsa

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:   
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The City of Elsa building located at 700 Northwest Hidalgo, Elsa, Texas and designated as Head Start Classrooms, Administration Office Space and playground area.

### Legal Description Being:

Building being described on TRACT TR 525 NE 14.0 Less 120' REF#R326064, lying in and being situated in Elsa, Hidalgo County, Texas, 700 Northwest of the Joe Medina Building Center including outside playground for recreational activities, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE EDINBURG HOUSING AUTHORITY AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **Edinburg Housing Authority** 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, that certain described real property on which Head Start Building lies on and is situated at **225 South 25<sup>th</sup> Street, Edinburg, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Edinburg I Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$10,800.00 in twenty-four (24) equal monthly payment of \$450.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the Edinburg Housing Authority, PO Box 295, Edinburg, Texas 78539.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

#### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

#### **ARTICLE 7. MISCELLANEOUS**

##### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

Edinburg Housing Authority  
Attn: Rodolfo Ramirez, Interim Ex. Director  
P.O. Box 295  
Edinburg, Texas 78539

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Rodolfo Ramirez, Interim Executive Director  
Edinburg Housing Authority

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The Edinburg Housing Authority building located at 225 South 25<sup>th</sup> Street, Edinburg, Texas and designated as Head Start Classrooms, Administration Office Space and playground area.

### Legal Description Being:

Canal right-of-way along the South side of Lot 10, in block 269 of the Texas-Mexican Railway Company's Survey of lands in Hidalgo, County Texas, described by metes and bounds as follows: Starting at the southwest corner of lot 10, Section 269; THENCE, South 80 deg. 52' East a distance of 20.0 feet to a point for the place of the South line of Lot 10 a distance of 720.55 feet; THENCE; North 8 deg. 59' East a distance of 37.5 feet to a point on the North Row line of a canal; THENCE, North 80 deg. 52' West with and along the Canal Row line a distance of 720.55 feet to a point on the East line of a 40.0 foot county road; THENCE, South 8 deg. 59' West with and along the East road line a distance of 37.5 feet to the place of beginning; all bearings refer to the true meridian, and the parcel of land contains a calculated acreage of .62 acres more or less.

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE EDINBURG HOUSING AUTHORITY AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **Edinburg Housing Authority** 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, that certain described real property on which Head Start Building lies on and is situated at **1200 North 1<sup>st</sup> Street, Edinburg, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Edinburg II Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$10,800.00 in twenty-four (24) equal monthly payment of \$450.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the Edinburg Housing Authority, PO Box 295, Edinburg, Texas 78539.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

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

## **ARTICLE 5. INSURANCE AND INDEMNITY**

### **Property Insurance**

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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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

Edinburg Housing Authority  
Attn: Rodolfo Ramirez, Interim Ex. Director  
P.O. Box 295  
Edinburg, Texas 78539

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Rodolfo Ramirez, Interim Executive Director  
Edinburg Housing Authority

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The Edinburg Housing Authority building located at 1200 North 1<sup>st</sup> Street, Edinburg, Texas and designated as Head Start Classrooms, Administration Office Space and playground area.

### Legal Description Being:

BEGINNING at the southwest corner of Lot 9; THENCE, with and along the West line of Lot 9, North 9 05' East a distance of 611.6 feet; THENCE, along a line parallel to the South line of lot 9, South 80 55' East a distance of 712.2 feet; THENCE, along a parallel to the West line of Lot 9; THENCE with and along the South line of Lot 9 North 80 55' West a distance of 712.2

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE MCALLEN HOUSING AUTHORITY AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **McAllen Housing Authority** 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, that certain described real property on which Head Start Building lies on and is situated at **1200 N. 25<sup>th</sup> Street, McAllen, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “McAllen V Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for two years (2) years commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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**

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$12.00 in twenty-four (12) equal monthly payment of \$1.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78501.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay 60% of the charges for the water, sewer, and electricity; and 100% on trash pickup services, telephone, and gas furnished to the Lease Premises during the term of this lease.

## **ARTICLE 5. INSURANCE AND INDEMNITY**

### **Property Insurance**

5.01 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

McAllen Housing Authority  
Joe Saenz, Executive Director  
2301 Jasmine  
McAllen, Texas 78501

**LESSEE:**

Hidalgo County Head Start Program  
Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Joe Saenz, Executive Director  
McAllen Housing Authority

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The McAllen Housing Authority building located at 1200 N. 25<sup>th</sup> Street, McAllen, a, Texas and designated as Head Start Classroom and Administration Office Space and outside playground for recreational activities.

### Legal Description Being:

A portion of the building, attached hereto as highlighted in yellow located at 1200 North 25<sup>th</sup> Street situated on a tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision, and Hidalgo County, Texas.

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE MCALLEN HOUSING AUTHORITY AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **McAllen Housing Authority** 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, that certain described real property on which Head Start Building lies on and is situated at **2220 (B) North 27<sup>th</sup> Street, McAllen, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Vine Terrace Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for two years (2) years commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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**

1.01 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$28,800.00 in twenty-four (24) equal monthly payment of \$1,200.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the McAllen Housing Authority, 2301 Jasmine, McAllen, Texas 78504.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSEE'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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

McAllen Housing Authority  
Joe Saenz, Executive Director  
2301 Jasmine  
McAllen, Texas 78501

**LESSEE:**

Hidalgo County Head Start Program  
Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Joe Saenz, Executive Director  
McAllen Housing Authority

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The McAllen Housing Authority building located at 2220 (B) North 27<sup>th</sup> Street, McAllen, a, Texas and designated as Head Start Classroom and Administration Office Space and outside playground for recreational activities.

### Legal Description Being:

Building situated on 2220 North 27<sup>th</sup> Street, McAllen, Texas and further being described as common area access to which is from North 27<sup>th</sup> Street between lot 42 and 44 as shown in Map of Vine Terrace Subdivision, an addition to the City of McAllen, Texas, recorded in Map Records, Volume 22, Page 55, Hidalgo County, Texas, lying in and being situated as Vine Terrace Community Center 2220 North 27<sup>th</sup> Street, McAllen, Texas, In Hidalgo County.

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF MISSION AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **City of Mission** 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, that certain building described real property on which Head Start Building lies on and is situated at **115 Mayberry Mission, TX** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Mission I Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises and/or land shall be used for the purpose of **HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING** subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("termination date") unless sooner terminated as provided in this Lease.

### **Termination**

1.03 Either party shall have the right to terminate the Lease Agreement with or without cause by giving the other party sixty (60) day notice of such termination.

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 \$12,000.00 in twenty-four (24) equal monthly payment of \$500.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the City of Mission at 1201 E. 8<sup>th</sup> Street, Texas 78572.

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**

The parties are ad valorem tax exempt.

## **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 LESSEE will keep all and singular the Lease Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term, reasonable wear and tear excepted.

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 this 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 chattels of LESSEE 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 alterations, 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 alteration 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 Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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 Leased 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 of 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 from any liability arising out of Lessee's use of the leased premises, including the cost of defending LESSOR by attorneys acceptable to LESSOR.

5.03 LESSEE shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that municipalities may be liable for as provided in the Texas Tort claims Act. (V.T.C.A Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this lease, and such policies shall name Lessor as an additional insured. LESSEE shall provide LESSOR certificates of insurance evidencing same.

## **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 the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed given when deposited in the custody of the U.S. Postal Service, certified, return receipt requested, postage prepaid and addressed to the proper party, at the following addresses:

**LESSOR:**

City of Mission  
Attn: Norberto Salinas, Mayor  
1201 E. 8<sup>th</sup> Street  
Mission, TX 78572

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

### **Legal Construction**

7.02 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**

7.03 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**

7.04 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**

7.05 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**

7.06 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

reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions

#### **Force Majeure**

7.07 Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

#### **Estoppel Information**

7.08 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 \_\_\_\_\_, 2011.

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

LESSOR:

BY: \_\_\_\_\_  
Norberto Salinas, Mayor  
City of Mission

ATTEST:

BY: \_\_\_\_\_  
Anna Carrillo, City Secretary

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The City of Mission building located at 115 Mayberry, Mission, Texas and designated as Head Start Classrooms, Administration Office Space and playground area

### Legal Description Being:

Facilities provided and designated by City of Mission located at 115 South Mayberry Street, Mission, Hidalgo County, Texas designated as classrooms, playground area, administrative space, and parking area being more particularly described as the West ten acres of the South nineteen acres of Lot 18-9 West Addition to Sharyland, Hidalgo County, Texas.

STATE OF TEXAS

§  
§  
§

COUNTY OF HIDALGO

**INTERLOCAL AGREEMENT BETWEEN  
THE MONTE ALTO SCHOOL DISTRICT AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **Monte Alto Independent School District** 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, that certain described real property on which Head Start Building lies on and is situated at **25249 1<sup>st</sup> Street, Monte Alto, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Monte Alto Head Start Center" or "the Leased Premises."

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

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

shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$14,400.00 in twenty-four (24) equal monthly payment of \$600.00 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the Monte Alto I.S.D., 25149 1<sup>st</sup> Street, Monte Alto, Texas 78543.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

Monte Alto I.S.D.  
Attn: Donna Hilliard, Superintendent  
25149 1<sup>st</sup> Street  
Monte Alto, Texas 78538

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Donna Hilliard, Superintendent  
Monte Alto I.S.D.

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The Monte Alto I.S.D. building located at 25249 1<sup>st</sup> Street, Monte Alto, Texas and designated as Head Start Classrooms, Administration Office Space and playground area

### Legal Description Being:

Rollo Blks 60, 61, & 62 on 25249 1<sup>st</sup> Street, Monte Alto, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF WESLACO AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between the **City of Weslaco** 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, that certain described real property on which Head Start Building lies on and is situated at **310 N. Kansas Street, Weslaco, Texas** more particularly described on Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Weslaco I Head Start Center” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS’ MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twenty-four (24) months commencing on **January 01, 2012** ("commencement date") and ending on **December 31, 2013** ("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 to extend the term of the lease hereof, commencing on the first day of **January 2014**, for a term or other terms as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

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 \$29,241.60 in twenty-four (24) equal monthly payment of \$1,218.40 per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed to the City of Weslaco, 225 South Kansas, Weslaco, Texas 78596.

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 herein

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 condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same 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 removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting 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 alteration shall not be made, nor signs erected without the written consent of LESSOR.

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

## **ARTICLE 4. UTILITIES**

### **Utility Charge**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup 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 LESSOR 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. LESSOR agrees to provide a copy to such policy of insurance to LESSEE 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 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 conducted 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, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

### **WAVIER OF BREACH**

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

## **ARTICLE 7. MISCELLANEOUS**

### **Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**LESSOR:**

City of Elsa  
Attn: Miguel D. Wise, Mayor  
255 South Kansas  
Weslaco, Texas 78596

**LESSEE:**

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

### **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 jurisdictions.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, condition, 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.

### **Estoppel 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 \_\_\_\_\_, 2011

LESSEE:

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_  
Miguel D. Wise, Mayor  
City of Weslaco

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, LLP

BY: \_\_\_\_\_  
Ricardo Gonzalez

BY:  \_\_\_\_\_  
Stephen Crain

Date Approved by Policy Council:  
Date Approved by County Commissioner:

## EXHIBIT "A"

### Physical Address:

The City of Weslaco building located at 310 N. Kansas, Weslaco, Texas and designated as Head Start Classrooms, Administration Office Space and playground area.

### Legal Description Being:

Building being described, lying in and being situated in Gonzalez Lots 1 Thru 22; and 20" x 280" in alley between Lots 1 Thru 22, Block 6, Weslaco, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.