

Agreement between the Agency for the Blind and Grantor  
of Stand in other than a Federal Building

AGREEMENT made this twelfth day of September A.D. 19 49

BETWEEN Hidalgo County acting by its Commissioner's Court  
(Owner of premises where stand is located)  
hereinafter known as the GRANTOR,

and TEXAS COMMISSION FOR THE BLIND, Land Office Building, Austin, Texas,  
hereinafter known as the GRANTEE.

The GRANTOR hereby leases to the GRANTEE at will of GRANTOR from the date hereof the space within its premises as follows:

offset at the intersection of the four hallways leading into the building  
space 9'7" X 8'6"

and agrees that the right to sell on these premises such articles as:  
sandy, gum, cigars, cigarettes, tobaccos, cold drinks, coffee, sandwiches,  
ice cream, pies and other miscellaneous items

to employees and visitors shall belong exclusively to the GRANTEE.

The GRANTOR further agrees that the GRANTEE may appoint an agent to conduct this business, and shall have the privilege of supervising this business, and of replacing the agent at will.

The GRANTOR further agrees to notify the GRANTEE immediately as to any misconduct or mismanagement by the agent which may come to his attention.

The GRANTEE agrees to install suitable equipment in the space provided by the GRANTOR for the serving of the merchandise agreed upon to the employees and visitors of the building.

The GRANTEE further agrees to place in the stand a suitable agent in the person of a blind man or woman with such sighted assistants as may be necessary to carry on this business in a satisfactory manner and to meet every requirement for quality of merchandise and proper service.

The GRANTEE will remove immediately any agent or employee of this concession stand who is unsuitable or unsatisfactory to carry on the business.

The GRANTEE further agrees that none of its agents shall be considered as employees of the GRANTOR, and, the GRANTOR shall not be liable in any way for any injury sustained to the person of these agents and GRANTEE agrees to hold GRANTOR harmless for all acts of its agents.

The GRANTEE further agrees that the GRANTOR shall not be liable for any loss of property of the GRANTEE or of the agents thereof which might occur.

The GRANTEE further agrees that prices charged for merchandise shall not exceed regular retail prices.

The GRANTOR agrees to allow the GRANTEE to remove on the expiration of this agreement all property, fixtures and fittings installed and owned by the GRANTEE for the purpose of conducting the business before described.

The GRANTEE agrees not to make any changes or alterations in said premises without the written consent of the GRANTOR and on termination of said lease to restore said premises to its former or better condition, ordinary wear and tear excepted.

The GRANTEE upon notice by GRANTOR shall have a period of fifteen (15) days in which to remove its equipment and fixtures and shall upon notice, remove within two (2) days any of its agents which are objectionable to GRANTOR.

IN WITNESS OF THIS AGREEMENT THE PARTIES HERETO have by their proper officers hereunto set their hands.

Hidalgo County  
Grantor

*[Signature]*  
County Judge

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

*[Signature]*  
Commissioner

Commissioner

Commissioner

Witnesses:

*[Signature]*  
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*[Handwritten mark]*

# Texas Workforce Commission

A Member of Texas Workforce Solutions

June 10, 2019

Hidalgo County Courthouse  
ATTN: Valde Guerra, Commissioners Court  
Executive Officer  
2818 S. Business Hwy. 281  
Edinburg, Texas 78539

Ruth R. Hughes, Chair  
Commissioner  
Representing  
Employers

Julian Alvarez  
Commissioner  
Representing Labor

Vacant  
Commissioner  
Representing the Public

Edward Serna

Dear Mr. Guerra:

The purpose of this letter is to provide you notice that we regretfully have decided to suspend our food service operation at the snack bar at the Hidalgo County Courthouse, 100 N. Closner Street in Edinburg. It is our intention to suspend all food service operations effective August 30, 2019. We will schedule to remove the State-owned equipment the week of September 3-6, 2019.

We appreciate your support of blind Texans for the many years we have operated the snack bar. POC for this action is the undersigned at (210) 785-2782, email [tom.hill@twc.state.tx.us](mailto:tom.hill@twc.state.tx.us), or JoAnn Kenyon at (210) 785-2781, email [joann.kenyon@twc.state.tx.us](mailto:joann.kenyon@twc.state.tx.us) POC blind manager at the snack bar operation is Roberto Pena, (956) 739-5567, email [bobpena2020@yahoo.com](mailto:bobpena2020@yahoo.com)

Sincerely,

Thomas J. Hill  
Team Leader, BET D#4

cc: Michael Vacek, SFO, BET Central Office

**Texas Workforce Solutions - Vocational Rehabilitation Services**  
ATTN: Business Enterprises of Texas (BET)  
4241 Woodcock Suite A-105, San Antonio, Texas 78228

TEXAS  
WORKFORCE SOLUTIONS



Martha Salazar &lt;martha.salazar@co.hidalgo.tx.us&gt;

## Re: Copy of Equipment Turn In for Hidalgo County Courthouse.xlsx

1 message

**Martha Salazar** <martha.salazar@co.hidalgo.tx.us>

Sun, Jul 28, 2019 at 12:51 PM

To: "Hill, Tom" <tom.hill@twc.state.tx.us>, "Cortez, Richard" <richard.cortez@co.hidalgo.tx.us>, "fuentes, david" <david.fuentes@co.hidalgo.tx.us>, "cantu, eduardo" <eduardo.cantu@co.hidalgo.tx.us>, "flores, joe" <joe.flores@co.hidalgo.tx.us>, "Torres, Ellie" <ellie.torres@co.hidalgo.tx.us>, "guerra, valde" <valde.guerra@co.hidalgo.tx.us>

Cc: "Kenyon, JoAnn" <joann.kenyon@twc.state.tx.us>, Bob Pena <bobpena2020@yahoo.com>, "Vacek, Michael" <michael.vacek@twc.state.tx.us>, "trevino, dina" <dina.trevino@co.hidalgo.tx.us>, "villarreal, rocio" <rocio.villarreal@co.hidalgo.tx.us>, "roque, betsy" <betsy.roque@co.hidalgo.tx.us>, "Sulemana, Isaac" <isaac.sulemana@co.hidalgo.tx.us>, "reyna, erika" <erika.reyna@co.hidalgo.tx.us>, "suarez, david" <david.suarez@co.hidalgo.tx.us>, "saenz-smith, amy" <amy.saenz-smith@co.hidalgo.tx.us>, "garzajr, armando" <armando.garzajr@co.hidalgo.tx.us>, "zamora, erika" <erika.zamora@co.hidalgo.tx.us>, "Mendoza, Jennifer" <jennifer.mendoza@co.hidalgo.tx.us>, "Reyes, Velinda" <velinda.reyes@co.hidalgo.tx.us>, "Salinas, Monica" <monica.salinas@co.hidalgo.tx.us>

Mr. Hill:

As discussed during our teleconference of Thursday, July 25, 2019 between yourself and the HC Purchasing Dept. staff, below is a summary of what transpired:

1. After exactly 70 years through an agreement between HC and State of Texas [through various agencies covered by same], the coffee shop will be closing officially on 08-31-19;
2. Reason for closure is the inability for your agency to find a permanent operating manager [it has been operating under a temporary manager for the permitted maximum time of two-years];
3. You have sent us a list of assets that belong to the agency/state and which will be removed commencing on Tuesday, September 3, and be completed by Wednesday, September 4, 2019;
4. Points of contact for the County and those from your agency:
  - a. Valde Guerra, Executive Officer for Hidalgo County Commissioners Court with Tel. numbers 956-292-7025 or cell 956-457-2803;
  - b. Martha L. Salazar, HC Purchasing Director, Tel. numbers 956-292-7611 or cell 956-789-7233;
  - c. Daniel Flores, HC Facilities Management Director, Tel numbers 956-289-7850 and cell 956-292-3653;
5. Both Executive Officer and Purchasing will have staff [as well as Facilities] present during the removal to document same;
6. Employees working at the coffee shop are the sole responsibility of current temporary manager of Mr. Robert Pena and HC has no responsibility in connection with their employment;

Hope I have included all we discussed. If I have left something you feel needs to be brought to our attention, please let us know.

As we all acknowledged, it has been a very mutually beneficial partnership between The County of Hidalgo and the current Texas Workforce Commissioner Agency supervising this project.

Sincerely,

Martha L. "Marty" Salazar

On Thu, Jul 25, 2019 at 10:27 AM Hill, Tom <tom.hill@twc.state.tx.us> wrote:

Marty,

Our last day of operation of the snack bar is August 30, 2019 per our letter dated June 5 attached above. Also, attached above is a copy our equipment listing that we will be picking up.

Our warehouse folks will be arriving on September 3 and will remove the equipment by COB Sep 4.

Per our conversation, our State agency has no responsibility for the employees there. They are solely employees of the blind manager Roberto Pena. There is no obligation to the State or to the Hidalgo County for these personnel.

Please let us know the point of contact for our warehouse folks when they come to pick up our equipment September 3 & 4, 2019. Thanks for your support of blind Texans.

Thomas J. Hill

Team Leader, BET D#4

Texas Workforce Commission

4241 Woodcock Drive, Suite A-105

San Antonio, Texas 78228

Phone: (210) 785-2782, 1-800-687-7039

Fax: (210) 785-2790

<b>Asset List By Location Prompt</b>	26
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<b>Asset ID</b>	<b>Asset Description</b>
01889	Cash Register, Talking, Sharp
02068	Merchandiser, D/D
02229	Cash Register Talking, Sharp
02828	Freezer, S/D
02888	Merchandiser, Ice Cream
076952	Merchandiser, Heated Dispenser
8403524	Oven, Microwave, Sharp
8403527	Oven, Microwave, Sharp
8405131	Merchandiser, Refrig, Dbl Door
8603002	Refrigerator, 18 CU FT
8603003	Stool, Cashier
8603004	Chairs, Dining Cloth (10 ea)
8603005	Table, Butcher Block (2 ea)
8603009	Currency Counter, SC865
8603010	Coin Counter, SC303
8603011	Shelving, Storage (2 ea)

NOTE: SOME CHAIRS, CURRENCY COUNTER, COIN COUNTER AND SHELVING ARE AT MANAGER'S STORAGE