



Tanya Delira <tanya.delira@co.hidalgo.tx.us>

**Fwd: License Agreement-Non-Profit Food Distribution at Precinct 4**

**Betsy Roque** <betsy.roque@co.hidalgo.tx.us> Fri, Feb 4, 2022 at 3:40 PM  
To: "delira, tanya" <tanya.delira@co.hidalgo.tx.us>  
Cc: "trevino, dina" <dina.trevino@co.hidalgo.tx.us>, Eduardo Belmarez <eduardo.belmarez@co.hidalgo.tx.us>

Tanya,

Please place this amendment for PCT 4 on the upcoming agenda.

br

**Thank you,**

**Betsy Roque, MPA**

Contracts Management Division Manager  
Purchasing Department | County of Hidalgo  
2812 S. Business Highway 281 | Edinburg, TX 78539  
(956) 318-2626 ext. 4858 | betsy.roque@co.hidalgo.tx.us  
"By failing to prepare, you are preparing to fail." -Benjamin Franklin

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----- Forwarded message -----

From: **Leticia Saenz** <leticia.saenz@co.hidalgo.tx.us>  
Date: Fri, Feb 4, 2022 at 3:18 PM  
Subject: Fwd: License Agreement-Non-Profit Food Distribution at Precinct 4  
To: Eduardo Belmarez <eduardo.belmarez@co.hidalgo.tx.us>, trevino, dina <dina.trevino@co.hidalgo.tx.us>, roque, betsy <betsy.roque@co.hidalgo.tx.us>  
Cc: Torres, Ellie <ellie.torres@co.hidalgo.tx.us>, mendoza, jennifer <jennifer.mendoza@co.hidalgo.tx.us>, perez, nick <nick.perez@co.hidalgo.tx.us>, Jireh Lira Cabello <jireh.lcabello@co.hidalgo.tx.us>

Hi, Mr. Belmarez/Ms. Dina-  
Hope this email finds you doing well...

We respectfully request that you please place the amendment (attached hereto) on next week's CC agenda in connection to contract# C-19-253-09-28 with the RGV Food Bank for services within Precinct 4. Please be advised that language was added to the agreement to accommodate alternate locations within Precinct 4 to be able to provide the services on the agreement. The amendment was drafted and approved as to form by our legal team (please refer to the email thread below for further details).

Let me know if you have any questions.

Thank you in advance for your assistance.

Respectfully,  
Letty

----- Forwarded message -----

From: **Robert Vina** <robert.vina@da.co.hidalgo.tx.us>

Date: Fri, Feb 4, 2022 at 2:45 PM

Subject: Re: License Agreement-Non-Profit Food Distribution at Precinct 4

To: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc: mendoza, jennifer <jennifer.mendoza@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Good Afternoon Ms. Saenz,

In response to your inquiry, please find attached a First Amended to the License Agreement between Hidalgo Co. & Food Bank of the Rio Grande Valley, Inc. for Use of Space at Hidalgo Co. Pct. 4 San Carlos CRC by a Non-Profit Organization for Food Distribution ( C-19-253-01-28) to include additional and/or alternate locations. The same is approved as to form.

Please let us know if you have any questions.  
Respectfully,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 EXT 8187

(956) 292-7619 FAX

**robert.vina@da.co.hidalgo.tx.us**

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On Thu, Feb 3, 2022 at 5:02 PM Leticia Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

Hi, Bobby-

Hope this email finds you doing well....

I'm hereby seeking your expertise and legal guidance on a License Agreement with the "RGV Non-Profit Food Distribution Organization" for Precinct 4 (attached hereto). The Precinct would like to provide the same services at another location within Precinct 4. I have read the articles and am not sure if adding another location would require an amendment or does the language under article 2 suffice to move forward under the "term" relocate? (please refer to screenshot or attachment for further details of the agreement)...

Please advise.

Respectfully,  
Letty



WHEREAS, this Agreement is entered into in the spirit of cooperation and collaboration by the Parties to describe how their services and resources will be utilized to serve the citizen of Hidalgo County, including individuals who may benefit from the services provided by both Parties.

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee, as a non-profit organization, a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of providing food distribution services for the Constituents of Hidalgo County. (The "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein. The Parties agree that neither will receive compensation from the other for performing the terms of this Agreement.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the license Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the Non Profit business under this Agreement shall apply only to the Licensee Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee of the use of the License Area. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of itself and its heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area and Licensee hereby waives and releases any such claim.

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Respectfully,

Leticia H. Saenz, CPPB  
Director of Administrative Operations  
Hidalgo County Precinct 4  
Ph. (956) 292-7000 Ext. 4011



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Respectfully,

Leticia H. Saenz, CPPB  
Director of Administrative Operations  
Hidalgo County Precinct 4  
Ph. (956) 292-7000 Ext. 4011



**2 attachments**



**1st Amnd. License Agr. (Pct. 4 & Food Bank of Rio Grande Valley, Inc.-Food Distribution Space).docx**

27K



**22-0075-TDL.pdf**

57K