

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**INTERLOCAL AGREEMENT BETWEEN  
PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT  
AND HIDALGO COUNTY**

This Lease is made and entered into by and between Hidalgo County through the Head Start Program herein referred to as the “LESSOR” and Pharr-San Juan-Alamo Independent School District, herein referred to as the “LESSEE” in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, on which certain buildings described real property on which Head Start Buildings lies on and is situated at **415 E. Clark, Pharr, TX, & 200 North Cougar, San Juan, TX** in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” known by lessee as “Pharr Head Start” and “San Juan I Head Start” or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

**Term of Lease**

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

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

shall be for twelve (12) months commencing on **August 1<sup>st</sup> 2023** (“commencement date”) and ending on **July 31<sup>st</sup>, 2024** (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

### **Renewal or Termination**

1.03 Provided **LESSEE** has not defaulted in any of the terms, conditions or provisions thereof, **LESSEE** shall be given the right of renewal and extending the term of the lease hereof, commencing on **the first day of August, 2024**, for a term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least thirty (30) days prior to the termination of this **Agreement** or any subsequent **Agreement**, unless otherwise agreed by the parties. **LESSEE** shall have the right to terminate the Lease Agreement with or without cause with thirty (30) days written notice to **LESSOR**.

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

### **Base Rent**

1.05 **LESSEE** in consideration of no lease payment agrees to insure at Lessee’s cost and to maintain the premises. Proof of insurance shall be mailed to Name/Address City, State Zip Code Shown on Article VII, 7.01.

1.06 **LESSOR** covenants and agrees that **LESSEE’S** insuring the premises and other consideration 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 if any, until this lease either expires or terminates as provided here

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

## **ARTICLE 3. MAINTENANCE ON PREMISES**

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

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

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

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

#### **ARTICLE 4. UTILITIES**

##### **Utility Charges**

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

5.02 To the extent allowable under law, **LESSEE** agrees to hold **LESSOR** harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by **LESSEE**, its agent or employees.

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

## ARTICLE 6. MISCELLANEOUS

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

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

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

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the **LESSEE** does not appropriate sufficient funds to meet the obligations of such party under this **Agreement**, then the **LESSEE** may terminate this **Agreement** upon thirty (30) 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 **LESSOR'S** program.

#### **WAIVER 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:**

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

**LESSEE:**

Pharr-San Juan-Alamo ISD  
Attn: Dr. Alejandro Elias, Superintendent  
601 E. Kelly  
Pharr, TX 78577

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 jurisdiction.

### **Force Majeure**

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

### **Estopple Information**

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

### **Time of Essence**

Time is of the essence of this **Agreement**.

