



Hidalgo County Head Start Program Policy Council Agenda

DATE: October 18, 2023

SUBJECT: Discussion/Approval of Request to Enter into a Two (2) Year Interlocal Agreement Between Hidalgo County Head Start Program and the Donna Independent School District

RATIONALE/NEED: This Interlocal Agreement is to collaborate with the Donna Independent School District in the use of a Kitchen facility to enable Head Start to conduct the food preparation of breakfast and lunch for the Head Start children.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Interlocal Agreement

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL: *ABD*

shall be for twenty-four (24) months commencing on **October 01, 2023** (“commencement date”) and ending on **September 30, 2025** (“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 **October 2025**, 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** 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 Alfonso Perez, 904 Hester Avenue, Donna, Texas, 78537 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 hinderance 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 and in "As Is" condition.

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 herein.

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 **LESSEE** will keep all and singular the Leased Premises, 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 Agreement 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 Leased Premises 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 the Leased Premises 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 **LESSEE** shall maintain the building roof, HVAC System (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 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 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, **LESSEE** does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then **LESSEE** may terminate this Agreement upon sixty (60) days written notice to the other party. The **LESSEE** agrees, 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.

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:

Donna I.S.D.
Attn: Dr. Angela Dominguez, Superintendent
904 Hester Ave.
Donna, Texas 78537

LESSEE:

Hidalgo County Head Start Program
Attn: Irma Peña, 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 10 of October, 2023.

LESSEE:

BY: 
Dr. Angela Dominguez, Superintendent

LESSOR:

BY: _____
Richard Cortez, County Judge

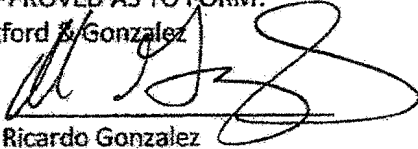
BY: _____
Irma Peña, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:

Oxford & Gonzalez

BY: 
Ricardo Gonzalez

At:
Date approved by Policy Council:
Date approved by Commissioner's Court:

EXHIBIT "A"

Physical Address: Head Start Central Kitchen

The Donna I.S.D. building located at 2006 Silver Ave., Donna, Texas and designated as Head Start Central Kitchen, and Administration Office Space.

Legal Description Being:

A portion out of Tract Subdivision, JENNIE L. REDFIELD, S323.63'-E302.85' & N256'-E302.85' OF BLK 2 4.03AC NET, an addition to the City of Donna, 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.