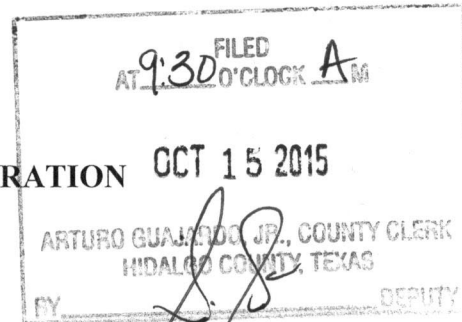


LICENSE AGREEMENT FOR SHOESHINE OPERATION

C-15-189-08-18



THIS LICENSE AGREEMENT (this "Agreement") is made as of the 18th day of August, 2015, by and between Hidalgo County ("the County") and Oscar L. Reyes (the "Licensee").

WITNESSETH:

WHEREAS, County owns and operates the Hidalgo County Courthouse located in Edinburg, Hidalgo County, Texas with a street address of 100 N. Closner, ("Courthouse") and;

WHEREAS, County desires Licensee to operate a shoeshine operation within that certain specific area in the Courthouse more particularly described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Licensee Area").

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants express 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 a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of operation of a shoeshine business but for no other purpose (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.

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 shoeshine 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 himself and his 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.

3. Term. The term of this Licensee agreement shall be for a term of five (5) years commencing October 19, 2015 and terminating October 18, 2020 subject to earlier termination as herein provided. This License Agreement may be renewed upon mutual agreement by County and Licensee on the same terms and conditions stated herein for five (5) successive year terms.

4. Limitations/Restrictions on License Area.

a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

d) Licensee shall not cause or allow to be caused any damage to any improvement(s) located within the License Area, including any improvement(s) installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

5. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

6. Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorneys fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section 5 shall survive the

expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

7. Insurance Requirement. Licensee agrees to secure and maintain for the duration of this Agreement the following minimum comprehensive general liability insurance policy or policies covering the License Area and Licensee's use thereof, at no cost to the County, with an insurance company or companies reasonably satisfactory to the County in addition to those policies as further described on exhibit "C". The policy or policies of insurance shall name the County as an additional insured together with any other parties designated by the County. Licensee shall not be entitled to enter on to the License Area until such time as evidence of such insurance has been provided to the County. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Licensee shall maintain insurance providing a total combined single limit of Three Hundred Thousand Dollars (300,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In addition, Licensee shall obtain and maintain, if Licensee employs employees, workers' compensation insurance in such amount as may be required by law. In conjunction with the above, Licensee shall provide to the county a Certificate of Insurance fully executed by an insurance company or companies furnishing such insurance coverages. The insurance policy or policies required hereunder shall provide that the County shall be provided thirty (30) days prior written notice of any cancellation or material change and that any subrogation right of the insurer are waived against the County or any additional insureds named by the County. If Licensee shall fail to obtain or to maintain the above-described insurance for the duration of this Agreement, then all rights granted hereunder shall be forfeited and revoked until such time as Licensee provides to the County a new Certificate of Insurance fully executed by an insurance company or companies evidencing that the required insurance has been obtained.

8. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Courthouse to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

9. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate allowed by law.

10. Maintenance. Licensee agrees to maintain, at Licensee's own expense, the License Area in a good and clean condition and state of repair.

personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

17. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. Assignment. This Agreement shall not be assignable by Licensee.

19. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. Gender and Number. All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

21. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action , and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

22. Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

By: Ramon Garcia

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/18/15 *amb*

ATTEST:

By: Arturo Guajardo
Arturo Guajardo, County Clerk

Licensee

Oscar L. Reyes

By: _____

Oscar L. Reyes

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: S.L.C.

Stephen L. Crain, Attorney

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day of _____, 2015,
by _____ President of _____, in the capacity therein
stated.

EXHIBIT A

A seventy-five (75) square foot area describe as the Courthouse Elevator Nook Area. Commencing on the elevator west wall (as depicted to the photograph attached hereto as Exhibit A1) and continuing Eastward for a 5 ft x 15 ft resulting in a seventy-five- (75) square foot area for operation of a Shoe Shine Concession Stand.

EXHIBIT "A1"





**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 18, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approved the Consent Agenda for the exception of Item.7.A - 7.H. to be pulled for discussion.

Court proceeded to Item.12.A.

5. Open Forum

Commissioner Palacios and Commissioner Cuellar stepped away from the meeting.

Commissioner Palacios joined the meeting.

Opal Billman came in front of the Court to express her disagreement in regards to her community property. She stated that the property was sold without her consent to the City of Mission after her husband's death.

Commissioner Cuellar joined the meeting.

Maria Gomez, Brad Cano, Neli Curiel, Rosie Tijerina, LUPE, came to thanked The Budget Department and the Office of the Attorney General,

- 2. **AI-50805** Transfers In-General Fund (1293):
Approval of 2015 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 6 into Fiscal Year 5 to fund the total local match required to accept the TB/PC Federal grant contract Amendment #2015-001400-01, CC 08/18/15 (AI-50742), in the total amount of \$28,548.00.

Commissioner Cantu joined the meeting.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

20.



Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

- 1. **AI-50857** A. Pursuant to Hidalgo County Accounting Procedures Manual [pg. 3 of 5] B. Guidelines for Permitted Expenditures-2. Reasonable Costs (including taxes and gratuity): **Meals may not exceed \$10 per person or \$250.00 per event. Refreshments maynot exceed \$3 per person or \$125 per event. The cost of related expenses may not exceed \$25.00**, action to approve an **Exception** to the policy/procedure [i.e. to allow/permit the per meal, event amounts & related costs] due to the need to include stakeholders and public involvement in connection with the proposed final Schematic Design changes made by ERO Architects held at the Echo Hotel on July 14, 2015 as it serves public purpose to inform regarding a major County project;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance and approval of Inv. from the Echo Hotel Conference Center in the amount of \$655.96 through PO#728449.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded

by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-50812** a. Ratification of fully executed Change Order No. 9 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," to credit (Betterment Allowance) in the amount of \$4,427.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

- b. Approve Request for Payment-Application No. 20 (PARTIAL RETAINAGE) in the amount of \$39,480.36 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations of 1st and 2nd Floors to the Former Administration Building", and as certified by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

3. **AI-50837** A. Presentation of the scoring/evaluation grid [for the purpose of Commissioner's Court to declare the sole response received as "Qualified" in order to proceed with award and approval of license agreement to: **Reyes Shoe Care** for RFP 2015-189-06-03-"Exclusive Shoeshine Concession Services effective September 1, 2015 [pursuant to compliance with all HC requirements & complete execution of agreement by all parties]; and,

APPROVED

Commissioner Flores stepped away from the meeting.



On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

- B. Action [if applicable and necessary] for Hidalgo County Commissioners Court to select and approve an "alternative" site/area/location [within the first floor of the HC Courthouse and identified in photo attached herein] for the Shoe Shine Concession Stand due to unforeseen/unanticipated logistical and practical problems.



On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

4. **AI-50792** a. Authority to advertise and approval of procurement packet [i.e. Exhibit Request for Proposals, Legal Notice, “Exhibit A” Requirements, Exhibit “B” Selection Criteria] as attached hereto [and as reviewed by Safety Division] for: Hidalgo County – “Property and Casualty Insurance” to include Third Party Administration Services] RFP No. 2015-101-10-07-YSS;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Commissioner Flores joined the meeting.

b. Assignment/Designation by Commissioners' Court a Committee [as referenced in procurement packet] to score, grade and evaluate the responses received for eventual ranking and/or award.

The committee members are: Flora Vazquez, Raul Silguero Sergio Cruz, Captain Quintanilla and Bobby Villarreal.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Vote Rescinded:

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to rescind previous vote.

Vote: 5 - 0 - Unanimously

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU the Court made a UNANIMOUS vote of approval for final committee members as follow; Sergio Cruz, Captain Quintanilla and Purchasing Department.

Vote: 5 - 0 - Unanimously

Court proceeded back to Item.20.8.B.

RE: C-15-189-08-18-License Agreement-Reyes Shoe Care

From : Steve Crain <scrain@atlashall.com>

Tue, Oct 13, 2015 12:23 PM

Subject : RE: C-15-189-08-18-License Agreement-Reyes Shoe Care

To : 'Yolanda Velasquez'
<yolanda.velasquez@co.hidalgo.tx.us>

The Agreement is fine.



-----Original Message-----

From: Yolanda Velasquez

[mailto:yolanda.velasquez@co.hidalgo.tx.us]

Sent: Tuesday, October 13, 2015 10:47 AM

To: Stephen L. Crain

Cc: Marynel Trevino

Subject: Re: C-15-189-08-18-License Agreement-Reyes Shoe Care

Good morning,

Made changes as directed. Please review as to form.

Please note that the Designated Shoe Shine Area has changed
- description/photo (Ex A & A1) attached to agreement

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----

From: "Stephen L. Crain" <scrain@atlashall.com>

To: "Yolanda Velasquez"

<yolanda.velasquez@co.hidalgo.tx.us>

Sent: Monday, October 12, 2015 8:38:32 AM

Subject: RE: C-15-189-10-27-License Agreement-Reyes Shoe
Care

Good morning Yolanda:

See the attached with Mr. Crain's proposed changes. If you
have any questions, please call our office.

Thank you,

Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Dial Number (956) 632-8221

Main Number (956) 682-5501

Fax Number (956) 686-6109

E-mail Address scrain@atlashall.com

cid:8200F955-38AE-4A9E-B278-6C48CC4C1059

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From: Yolanda Velasquez
[mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 1:17 PM
To: Steve Crain
Subject: C-15-189-10-27-License Agreement-Reyes Shoe Care

Good afternoon Mr. Crain,

Please review as to form.