

● Pending Executed Copy

**INTERLOCAL GOVERNMENT AGREEMENT  
BETWEEN  
LAREDO INDEPENDENT SCHOOL DISTRICT  
AND  
WEBB COUNTY**

This Interlocal government agreement (the "Agreement or Lease") is made and entered into pursuant to Chapter 791, Texas Government Code, Interlocal Cooperation Act by and between WEBB COUNTY, a political subdivision of the State of Texas, acting herein by Mercurio Martinez, Jr., Webb County Judge, as authorized by its Commissioners Court, for the Webb County Head Start Department (hereinafter referred to as "LESSEE"), and the LAREDO INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "LESSOR"), a political subdivision of the State of Texas, acting herein by Jerry Barber, Interim-Superintendent, as authorized by its Board of Trustees.

**WHEREAS**, the Laredo Independent School District ("LESSOR") is the owner of certain real property located in Laredo, Webb County, Texas; and

**WHEREAS**, Webb County, a political subdivision of the State of Texas ("LESSEE"), desires to lease certain classroom space from Lessor for the purpose of furthering the Lessee's interests; and

**WHEREAS**, the Laredo Independent School District is willing to lease classroom space to the LESSEE, and the parties desire to execute a written lease containing the terms and conditions of their Lease.

**Land Lease**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the following is agreed:

1. **The Leased Area Described.** The Laredo Independent School District hereby leases to the Lessee, two school classrooms located at Farias Elementary School, which is located on Lots 7 to 13, Block 1074 Western Division (1700 Tacuba Street), Laredo, Webb County, Texas together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the premises.
2. **Lease Term.** The term of this Lease shall be One (1) year (hereinafter "Lease Term") commencing on the "Commencement Date," as hereinafter defined, and terminating on the First (1st) anniversary of the Commencement Date. The Commencement Date shall be the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the first anniversary date shall be the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Possession of the classroom space by the lessee shall begin on the Commencement Date.
3. **Fees and Charges.** Lessee shall pay the following fees and charges: Lessee herein agrees to pay to Lessor as rental for leased premises for each month, the sum of ONE THOUSAND DOLLARS (\$1,000.00), which is to be paid in at the beginning of each month during the term of this Agreement.
4. **Payments Due.**
  - a. **Due In Advance.** All rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly without notice from Lessor thereafter during the Lease Term. However, Lessor may elect to send invoices as payment notices.

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  - a. **Due In Advance.** All rent payments shall be due and payable in advance, beginning on the Commencement Date and continuing regularly without notice from Lessor thereafter during the Lease Term. However, Lessor may elect to send invoices as payment notices.

- b. **Due Monthly.** The first monthly payment shall be due and payable on the Commencement Date. All subsequent monthly payments shall be due and payable at the beginning of each subsequent month after the Commencement date during the term of this Agreement.
5. **No Refunds.** Lessee may relinquish this Lease to Lessor during the term of this lease in accordance with the provisions of paragraph 11, however the Lessee shall not be entitled to a refund of any kind paid.
6. **Insurance Requirements.**
- a. **Public Liability.** Lessee shall, at all times during the term of this Agreement, maintain general public liability insurance insuring against such claims. Such insurance shall name Lessor as an additional insured. This insurance shall have an aggregate limit in the minimum amount of \$1,000,000.00.
- b. **Proof of Insurance Required.** Such insurance shall be with a company licensed and authorized to do business in the State of Texas. The Lessee shall furnish on the Commencement date to Lessor, a certificate or other evidence and proof of maintenance of the above-required insurance. Lessee shall provide Lessor with notice of any change thereof, and furnish to Lessor evidence of acquirement of a substitute therefor, and payment of the premium thereof. If the Lessee shall fail to maintain such insurance coverage, then Lessor may obtain same and add the cost of such insurance to the next due Lease payment. If Lessor does so, it may charge interest thereon at the rate of 10% per annum from the time of payment, which shall be added to the rental becoming due, and shall be collected as an additional charge.
- c. **Self-Insurance.** Lessee may self-insure by filing with Lessor a letter of credit in the amount listed above, or other promissory or escrowed monetary instrument.
7. **Quiet Enjoyment.** The Lessee, upon payment of the required fees and rents, and the faithful performance of such covenants, agreements and conditions required by law, or this Agreement, shall and may, peaceably and quietly have and enjoy the leased premises. Such use shall be free from molestation, eviction or disturbance by Lessor or any person claiming by, through, or under it, subject to the terms and conditions of the law or agreement entered into. Such quiet enjoyment is conditional upon Lessee adhering to the following conditions:
- a. **Permitted Uses.** Lessee shall have use of the classroom space to operate a Head Start Program Center, for area residents, at its sole cost and expense. The Head Start Program shall provide various activities associated with the program including but not limited to educational services to pre-school children. It is agreed by the parties hereto that in no event shall the premises be used for the sale, consumption, distribution or storage of alcoholic beverages. When requested by Lessor, Lessee shall advise Lessor of the scope of activities and events occurring on the lease premises. Lessor and Lessee agree that Lessee, through its employees and agents, is solely responsible for supervision of any students participating in the Head Start Program Center on the leased premises.
- b. **Additional Uses Require Permission.** The Lessee shall not use or permit the use of the lease space thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by Lessor, but only upon such terms and conditions as may be set out in such authorization.

- b. **Due Monthly.** The first monthly payment shall be due and payable on the Commencement Date. All subsequent monthly payments shall be due and payable at the beginning of each subsequent month after the Commencement date during the term of this Agreement.
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- c. **Signs.** Lessee may erect and maintain signage. The Lessee shall be responsible for all cost and expense of maintaining its signs as permitted hereby.
8. **Leased Premises.** Lessor warrants that said leased premises are suitable for the purposes for which said premises are being leased to Lessee. The Lessor agrees to keep said premises safe and in good order and condition at all times during the term hereof. Lessee shall obtain written consent from the Lessor prior to a making any alternations, additions, or improvements in, on, or about the demised premises during the term hereof. The Lessee agrees that it will keep the demised premises in an orderly appearance.
9. **Duty to Repair.** Lessee herein agrees to notify Lessor of any accident to or any defects in fixtures in the demised premises, including but not limited to: water pipes, drainage pipes, electrical systems, air conditioning /heating systems and ducts, the ceiling and/or roof, the foundation, and interior and exterior walls. Lessor shall perform all repairs to the above-mentioned fixtures, and structures. Furthermore, Lessor and its designee are expressly granted the right to access to any such fixture or structure, and the right to enter the leased area to inspect and repair, as necessary, any such fixture(s) or structure(s).

LESSEE shall, throughout the term of this lease, take good care of the leased area and the fixtures and appurtenances therein and at its sole cost sand expense make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, damage from the elements and fire excepted. In this regard, Lessee is responsible for the maintenance and repair, at Lessee's sole cost and expense, of all windows, doors, painting of interior walls when needed, floor covering and other non-structural repairs and any necessary modifications to the demised premises to comply with the Americans with Disabilities Act.

10. **Utilities.** All utilities consumed on the demised premises are to be paid by the Lessor.
11. **Termination.** Either party may terminate this Agreement by notice of such effect to the other party if the other party commits a breach of any term or condition contained in this lease and fails to remedy the same within sixty (60) days after written notice from the other party setting out the nature of such breach and demanding that the same be remedied.
12. **Notices.** Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, as Certified Mail, postage prepaid, return receipt requested, and addressed to the parties at their respective addresses, as set forth below:

**Lessor's Address**

Laredo Independent School District  
C/O Interim-Superintendent  
1702 Houston  
Laredo, Texas 78040

**Lessee's Address**

Webb County  
C/O Webb County Judge  
1000 Houston  
Laredo, Texas 78040

13. **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

- c. **Signs.** Lessee may erect and maintain signage. The Lessee shall be responsible for all cost and expense of maintaining its signs as permitted hereby.
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14. **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
15. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
16. **Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.
17. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
18. **Amendment.** No changes to this Agreement shall be made except upon written agreement of both parties.
19. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
20. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
21. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
22. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
23. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.



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IN WITNESS WHEREOF, LESSOR and LESSEE have executed the Lease to be in effect as of the date first written above.

WEBB COUNTY

LAREDO INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Mercurio Martinez, Jr.  
Webb County Judge

\_\_\_\_\_  
Dr. Jerry Barber, EDD  
Interim Superintendent

ATTEST:

\_\_\_\_\_  
Henry Flores, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Homero Ramirez  
Webb County Attorney

\*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$12,000.00 to pay obligations incurred by Webb County in the current grant year.

\_\_\_\_\_  
Leo Flores  
Webb County Auditor

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