

BOARD OF TRUSTEES AGENDA

<input style="width: 50px; height: 20px;" type="checkbox"/>	Workshop	<input style="width: 50px; height: 20px;" type="checkbox"/>	Regular	<input style="width: 50px; height: 20px;" type="checkbox"/>	Special
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(A)

☐
Report Only
☐
Recognition**Presenter(s):****Briefly describe the subject of the report or recognition presentation.**

(B)

☐
Action Item**Presenter(s): Mr. Gilberto Gonzalez, Superintendent of Schools****Briefly describe the action required.**

CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE A LEASE AGREEMENT BETWEEN EAGLE PASS INDEPENDENT SCHOOL DISTRICT AND THE COMMUNITY DEVELOPMENT INSTITUTE HEAD START.

(C)

Funding source: Identify the source of funds if any are required.

(D)

Clarification: Explain any question or issues that might be raised regarding this item.

LEASE AGREEMENT

THIS LEASE is entered into by Eagle Pass Independent School District ("Landlord"), and Community Development Institute Head Start, a Colorado nonprofit corporation ("CDI HS"). The parties agree as follows:

CDI HS AS INTERIM GRANTEE: Landlord and CDI HS acknowledge that CDI HS is operating a Head Start/Early Head Start program in the local community as an interim grantee. This Lease is intended to allow CDI HS to continue the use the property necessary for the operation of the local Head Start/Early Head Start program, with the understanding that the obligations of CDI HS with respect to this Lease and the Land (defined below) will end when CDI HS is no longer funded as the interim grantee for the local Head Start/Early Head Start program.

1. LAND.

- a. Landlord agrees to lease to CDI HS upon all of the terms and conditions hereof, the existing surrounding land commonly known as 590 Avenida Linares, Eagle Pass, Texas 78852; Abstract A0783, Poindexter & Burns, Survey #31, including the exclusive right for CDI HS and its invitees to use all parking spaces and the outdoor play area(s) associated with the building.
- b. The property which is being leased is used as a physical location for a modular building purchased with federal Head Start grant funds, which is subject to a federal interest. Landlord understands and agrees Landlord has no ownership or other interest in the modular building.

2. ALTERATIONS, ADDITIONS and IMPROVEMENTS

- a. CDI HS. CDI HS may, at its sole option and expense, make changes, additions, deletions, improvements, and alterations to the Land provided CDI HS shall not make any alterations other than decorative or cosmetic changes to the Land, without Landlord's prior written approval, which shall not be unreasonably withheld.

3. TERM.

- a. The term of this Lease shall begin on July 1, 2014 and shall continue, unless sooner terminated as herein provided, until June 30, 2015..
- b. Early Termination. Notwithstanding anything to the contrary contained herein, CDI HS shall have the right to terminate this Lease by giving Landlord 30 days' written notice at any time during the term of this Lease. Upon such termination of this Lease, CDI HS shall have no further obligations or

responsibilities under this Lease or relating to the Land, and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord.

4. RENT. No monthly rent of land is being charged by Landlord.
5. PROPERTY TAXES. Landlord shall be responsible for and shall pay when due all real estate taxes and special assessments which at any time during the term hereof may be assessed, levied, imposed upon or become due and payable with respect to the Premises.
6. COSTS AND UTILITIES.
 - a. Paid by CDI HS: CDI HS shall be responsible for direct payment of the following costs:

Water, gas, garbage, sewer, electric, internet, telephone and pest control.
 - b. Paid by Landlord: None.
7. DEPOSIT: No Deposit Required
8. USE OF PROPERTY. CDI HS shall use and occupy the "Land" only for the purpose of providing Head Start/Early Head Start services, and directly related activities, and for no other purpose.
9. INSURANCE.
 - a. CDI HS's Insurance. CDI HS shall, at its expense, at all times maintain:
 1. Insurance with respect to CDI HS's alterations, if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and
 2. Commercial general liability insurance against claims for death and bodily injury arising on or about the Land, with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
 - b. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, each party shall furnish to the other a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder.

10. WAIVER OF SUBROGATION. Notwithstanding any other provision in this Lease to the contrary, CDI HS hereby agree, for themselves and their respective insurers, successors and assigns, that neither of them will, either directly or by way of subrogation or otherwise, assert against the other any claim that the other is liable or responsible for any loss or damage that is covered by property or liability insurance maintained by a party or that would be covered if each party maintained all insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party, or of anyone for whom such party may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

11. REPAIRS AND MAINTENANCE.

- a. Routine Repairs and Maintenance. Subject to the provisions of Section 11b and 11c below, CDI HS shall, at its expense, for the maintenance to the Land, including such preventative maintenance as is customarily performed by tenants.
- b. Right of Entry. In the event that emergency repairs to the Land are required, Landlord may enter on to the Land immediately, and without notice to CDI HS. In all other circumstances, Landlord may enter on to the Land for inspection, repair, alteration or improvement of the Land in accordance with 11b above, but will provide CDI HS with 24 hour notice of its intention to enter the Land, and will not interfere with CDI HS's business operations during entry of the Land.

12. DAMAGE OR DESTRUCTION OF LAND. In the event the Land is damaged or destroyed by fire or other casualty to the extent that a substantial part of the Land is rendered substantially tenantable, CDI HS may terminate this Lease by written notice to Landlord given within 30 days after such damage or destruction. If CDI HS does not give such notice to terminate, then Landlord shall restore the Land to a condition at least as good as exists on the date hereof, and rent shall abate hereunder from the date the Land is rendered tenantable until the date the Land are restored to tenant ability.

13. DEFAULT:

a. By CDI HS: In the event that CDI HS defaults in the performance of any obligation under this Lease, including abandonment of the Land, Landlord shall provide CDI HS with written notice of the default. If the default in performance by CDI HS is not cured within thirty (30) days after receipt of notice of default from Landlord, CDI HS shall vacate Land and return it to Landlord within the same thirty (30) day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and

owed by CDI HS to Landlord under this Lease if Landlord re-takes possession of the Land due to non-performance of this Lease by CDI HS.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, CDI HS shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (30) days, this Lease shall terminate, and CDI HS may vacate the Land and shall have no further obligations under the Lease or relating to the Land. In the event that the default of Landlord results from failure of the Land to meet any federal, state or local standard applicable to operation of a Head Start/Early Head Start program, this Lease may be terminated immediately upon written notice to the Landlord, if CDI HS determines that continued use of the Land creates a danger to the health and safety of children or CDI HS staff or if the facility cannot be licensed as a child care facility under applicable state law.

14. ASSIGNMENT.

a. Except as set forth in subparagraph (b) of this section, CDI HS shall not assign the Lease or sublet all or any part of the Land without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

b. Landlord and CDI HS agree that, notwithstanding anything to the contrary contained in the Lease, CDI HS may assign all its rights, duties and obligations under the Lease at any time to a grantee selected to replace CDI HS as the Head Start/Early Head Start provider for the Program, without Landlord's further consent. Upon such assignment, CDI HS shall have no further obligations or responsibilities under the Lease or relating to the Land and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord.

15. NOTICE: Notice under this Lease shall be given in writing, U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

If to Landlord:

Location:	Eagle Pass Independent School District 1420 Eidson Rd. Eagle Pass, Texas 78852
Contact:	Gilbert Gonzalez, Superintendent of Schools

If to CDI HS:

Local Program:	Lyndon B. Johnson (LBJ) Headstart 590 Avenida Linares, Eagle Pass, Texas 78852
Contact Person:	Alicia Yanez, Program Director

With Copy to:

NIC Project Director
CDI Head Start
10065 E. Harvard Avenue, Suite 700
Denver, CO 80231

16. WARRANTIES: As of the date of execution of this Lease, Landlord represents and warrants to Tenant the following: 1) Landlord is the fee simple owner of and has access rights to the Land; 2) Landlord has the right to make this Lease and perform the obligations herein; 3) Tenant's intended use of the Land complies with all zoning laws and ordinances affecting the Premises; and 4) the Land is currently in full compliance with all applicable laws. Landlord shall indemnify, defend, protect, and hold harmless the Tenant from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from the breach of any one or more of the foregoing warranties.

17. MISCELLANEOUS.

a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and CDI HS. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

b. Option to Renew. Landlord grants CDI HS the option, exercisable by written notice to Landlord at least 30 days prior to the expiration of the initial term of this Lease, to renew this Lease for an additional one year term immediately following the end of such initial term. All provisions of this Lease shall be applicable to any such renewal term, and CDI HS shall have the right to terminate this Lease on 30 days written notice to Landlord, at any time during such extended term, with or without cause, and, upon such termination, CDI HS shall have no further obligations to Landlord under the Lease or relating to the Land.

c. Holding Over. If CDI HS holds over after the expiration of the term of this Lease, or any extended term, if applicable, without written agreement providing otherwise, then CDI HS shall be deemed to be a tenant from month to month, at a monthly rent equal to the last monthly rent payable under this Lease, and subject to all of the other provisions and conditions of this Lease.

d. Attorneys' Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

LANDLORD:

Eagle Pass Independent School District, a
Texas Independent School District,

Taxpayer ID #: _____

By: _____

Its: _____

Address: _____

CDI HS:

COMMUNITY DEVELOPMENT
INSTITUTE HEAD START, a Colorado
nonprofit corporation

Taxpayer ID #: 841548541

By: _____

Its: _____

Address:

Local Program: Lyndon B. Johnson (LBJ) Headstart
590 Avenida Linares, Eagle Pass,
Texas 78852

Contact Person: Alicia Yanez, Program Director

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1. LAND.

- a. Landlord agrees to lease to CDI HS upon all of the terms and conditions hereof, the existing surrounding land commonly known as 811 Rosita Valley Road, Eagle Pass, Texas; including the exclusive right for CDI HS and its invitees to use all parking spaces and the outdoor play area(s) associated with the building.
- b. The property which is being leased is used as a physical location for a modular building purchased with federal Head Start grant funds, which is subject to a federal interest. Landlord understands and agrees Landlord has no ownership or other interest in the modular building.

2. ALTERATIONS, ADDITIONS and IMPROVEMENTS

- a. CDI HS. CDI HS may, at its sole option and expense, make changes, additions, deletions, improvements, and alterations to the Land provided CDI HS shall not make any alterations other than decorative or cosmetic changes to the Land, without Landlord's prior written approval, which shall not be unreasonably withheld.

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 2. Commercial general liability insurance against claims for death and bodily injury arising on or about the Land, with a limit of not less than \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
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10. WAIVER OF SUBROGATION. Notwithstanding any other provision in this Lease to the contrary, CDI HS hereby agree, for themselves and their respective insurers, successors and assigns, that neither of them will, either directly or by way of subrogation or otherwise, assert against the other any claim that the other is liable or responsible for any loss or damage that is covered by property or liability insurance maintained by a party or that would be covered if each party maintained all insurance required to be maintained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party, or of anyone for whom such party may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

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Contact:	Gilbert Gonzalez, Superintendent of Schools

If to CDI HS:

Local Program:	Rosita Valley Headstart 811 Rosita Valley Road, Eagle Pass, Texas 78852
Contact Person:	Alicia Yanez, Program Director

With Copy to:

NIC Project Director
CDI Head Start
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Denver, CO 80231

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a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and CDI HS. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

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d. Attorneys' Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.

IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

LANDLORD:

Eagle Pass Independent School District, a
Texas Independent School District,

Taxpayer ID #: _____

By: _____

Its: _____

Address: _____

CDI HS:

COMMUNITY DEVELOPMENT
INSTITUTE HEAD START, a Colorado
nonprofit corporation

Taxpayer ID #: 841548541

By: _____

Its: _____

Address:

Local Program: Rosita Valley Headstart
811 Rosita Valley Road, Eagle Pass,
Texas 78852

Contact Person: Alicia Yanez, Program Director