

**LICENSE AGREEMENT**  
**FOR PREMISES OF CISD**  
**LONESTAR BUILDING CLASSROOM**

This agreement is made by and between the CANUTILLO INDEPENDENT SCHOOL DISTRICT (“CISD”) as Licensor and UPPER RIO GRANDE WORKFORCE DEVELOPMENT BOARD (“URGWDB”) as Licensee.

***Recitals***

WHEREAS, the Licensor, CISD, is the owner of certain real property located at 7000 5<sup>th</sup> Street in Canutillo, Texas, known as the “Old” Canutillo Elementary School; and

WHEREAS, the Licensee, URGWDB, desires to exercise certain rights and privileges within and upon a portion of said property, without acquiring any real property interest therein; and

WHEREAS, URGWDB and CISD are committed to supporting a high quality educational program and services for CISD students and parents and have each determined that offering workforce services for both students and their families will greatly benefit CISD students and CISD taxpayers.

NOW, THEREFORE, in consideration of the mutual benefits expressed, it is agreed as follows:

**Purpose**

1. It is the purpose of this Agreement to establish the basis for URGWDB to use CISD property to provide work force services for students and CISD taxpayers.

URGWDB is a non-profit entity and an agency of the State of Texas created to carry out regional governmental functions of workforce development in the six counties of far West Texas. URGWDB will use the classroom covered by this Agreement and described in paragraph 3 to

provide its governmental function to include overseeing integrated workforce training, education and related services, and workforce development programs for citizens of CISD and surrounding areas.

### **Term**

2. The initial term of this license shall commence on 11 November 2013, and shall end on 31 September 2015, subject to early termination, as provided in this agreement. Any renewals must be in writing and signed by both parties.

### **Premises Description and Use**

3. The classroom is located at the “Old” Canutillo Elementary School building at 7000 5th Street, Canutillo, TX. The use and occupation of the classroom shall be subject to the general supervision and approval of CISD. The classroom is on the first floor of the building and is approximately 36 X 33 feet in dimension and designated as classroom #135 (the “Premises”). Any activities on said Premises by URGWDB must conform to all applicable City, County, State and Federal regulations and ordinances. Licensee at its expense must obtain any and all governmental permits for construction and must conform to all applicable government regulations as to said construction.

#### **URGWDB will utilize the Premises as follows:**

- assign four staff to the classroom at the Canutillo building, 5 days per week.
- make the classroom accessible to the general public Monday through Friday from 8:00 am to 5:00 pm.
- connect customers to workforce services and programs
- provide supportive services as needed and if qualify for workforce programs
- conduct job readiness workshops
- provide job search and placement assistance
- assist with preparing resumes
- identify training and educational opportunities for qualified customers
- conduct and coordinate one community based job fair
- host stakeholder’s meeting
- host job fairs and employer events.

#### 4. **Responsibilities of the Parties under the Agreement**

##### A. The **URGWDB** shall:

- Exercise due diligence in keeping the Premises and office property in quiet, good order and in a clean condition.
- Assume all costs for renovating the Premises to suit the operational requirements of the career center. All proposed renovations must be approved by CISD prior to the modifications.
- Acquire and maintain property and liability insurance in an amount deemed adequate for the Premises and URGWDB owned equipment. CISD shall be named as an additional insured on any such policy.
- Provide proof of insurance to CISD.
- Provide internet and telephone service and equipment to conduct business activities.
- Install its own telecommunication network and firewall independent from existing CISD network.
- Place a sign on building similar in design to existing signs on building.
- Provide advance notice when the use of the cafeteria space is needed to conduct large scale events such as job fairs, orientations, forums and meetings.
- URGWD agrees, to the extent permitted by law, to indemnify and hold CISD harmless from any and all claim(s), liability or causes of action of any nature whatsoever that arise from or relate to the facilities identified herein and made the subject of this Agreement.

##### B. The **CISD** shall:

- Provide access to the Premises during the business hours of 8:00 am to 5:00 pm Monday through Friday.
- Provide access to the cafeteria for job fairs, community forums and meetings.
- Furnish all customary and necessary utilities to the Premises including, but not limited to, electricity, water, sewerage, gas, heat and air conditioning.
- Provide basic janitorial services to the unit.
- Provide access to the telecommunication room.
- Paint classroom to the specifications provided by URGWDB. URGWD will reimburse CISD for the cost of painting, including labor and materials.
- Provide three copies of keys to the classroom.

## **Termination**

5. Notwithstanding any other provision hereinabove or any implication or inference which might be otherwise misconstrued, the license granted under this agreement is and shall be terminable at any time by either party for any reason, after giving 30 days' written notice to the other party.

6. CISD may terminate or suspend this license at any time in its discretion at the expiration of each CISD budget period occurring during the term of this license or otherwise in event of non-appropriation by CISD of funds to permit space to be made available for this license.

7. In exchange for the educational and employment services to be provided for students, faculty and staff, CISD will provide electricity, janitorial and other services for the licensed Premises as outlined herein. URGWDB will provide its own business equipment, security equipment/personnel, and telephone lines and equipment.

8. URGWDB shall maintain at its own expense Workers' Compensation Insurance on all of its employees including student employees in accordance with Texas law and shall provide a waiver of subrogation to CISD in connection therewith. URGWDB will be solely responsible for providing all financial products and services, including bond coverage and governmental regulatory requirements therefore, as well as training, supervision and payment of its staff.

9. The success and future direction of the employment and educational services contemplated by URGWDB and CISD under this license will be re-evaluated at least annually by the parties at the level of the respective administrators to determine if changes or amendments are necessary and/or advisable.

### **Alterations and Improvements**

10. URGWDB may organize and furnish the licensed Premises at its own expense pursuant to this License Agreement. URGWDB shall make no other alterations to the licensed Premises or construct any signage or other improvements upon or around the licensed Premises without first having obtained the written consent of CISD.

### **Ownership of Improvements**

11. Any and all permanent alterations, changes, and improvements built, constructed or affixed upon the licensed Premises by or for URGWDB, shall become and remain the property of CISD during the term of license. In event of termination or expiration of this license agreement, URGWDB shall have the option to remove and take the improvements it paid for and restore the Premises to their original condition (at URGWDB expense).

### **Maintenance of Premises by URGWDB**

12. During the term of this lease, URGWDB must, at URGWDB's own cost and expense, maintain the licensed Premises, furnishings and the improvements within the Premises in good order and repair and in a safe condition.

### **Destruction of Premises**

13. Should any improvements within or about the licensed Premises be damaged or destroyed by fire, the elements, acts of God, or by any other causes except the intentional destruction of property by CISD, CISD shall be under no obligation to repair or restore the damaged Premises, but URGWDB shall have the option to either repair and restore the damaged improvements or to withdraw from this license.

### **Disclaimer**

14. (a) Each Party will be responsible, subject to Texas law for any injury to person or property resulting from the actions of the Party or its officers or employees.

(b) URGWDB agrees to maintain in force during the original and any extended term of this License a policy or policies of comprehensive public liability insurance including property damage, written by one or more responsible insurance companies approved by CISD and licensed to do business in Texas, insuring URGWDB against loss of life, bodily injury and/or property damage with respect to the licensed Premises and the business operated by URGWDB in the licensed Premises, in which the limit of public liability shall be not less than \$500,000.00 single bodily injury and in which the limit of property damage liability shall be not less than \$1,000,000.00. Each such policy shall be noncancellable for any cause without first giving CISD thirty (30) days prior written notice. CISD its officers, agents and employees shall be named as an additional insureds on all said policy or policies of insurance. Subject to all of the foregoing, the insurance coverage required to be furnished by URGWDB hereunder may be in a blanket policy covering all of URGWDB's operations. A copy of each such policy, or a certificate of such insurance together with a receipt showing all premiums paid thereon annually shall be delivered to CISD upon the commencement of the term of this license and annually thereafter throughout the original and any extended term of this license.

15. Neither party shall be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the Premises, or any equipment, machinery, utilities, appliances, or apparatus therein; nor shall either party be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of the other party, or those claiming by, through, or under the other party,

caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing up of water, steam, gas, or sewage in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the Premises, or any of the equipment, fixtures, machinery, appliances, or apparatus therein.

### **URGWDB Employee Background Checks**

16. URGWDB must submit information for all employees occupying the Premises to receive background checks by CISD and URGWDB or submit copies of background checks on said employee to CISD. All URGWDB employees with disqualifying convictions must be immediately removed from the CISD campus. It is understood and agreed between the parties that noncompliance by URGWDB with this certification may be grounds for contract termination.

### **Notices**

17. All notices or other communication required or permitted by this license agreement to be given to either party by the other must be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, in lieu of such personal service, when delivered via the United States mail, return receipt requested, addressed to the intended recipient at the address listed below. Either party to this agreement may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

### **Contact Representatives**

18. Each party shall appoint a contact person to serve as the agency's point of contact who will communicate, as needed, to ensure the success of the joint venture. The following are the individuals designated as representatives for each agency.

*For MOU issues/concerns:*

**Upper Rio Grande WDB**

Muriel Borders  
Contracts Administrator  
300 E. Main, Ste. 800  
El Paso, TX 79901  
915-887-2220  
muriel.borders@urgjobs.org

**Canutillo ISD**

Dominic Padilla  
Director of Facilities & Transportation  
7710 Cap Carter  
Canutillo, TX 79835  
915-877-7444  
pgalaviz@canutillo-isd.org

*For IT specific issue/concerns:*

Alex Hernandez, Network Engineer  
300 E. Main, Ste. 800  
El Paso, TX 79901  
915-887-2123  
alexander.hernandez@urgjobs.org

Tony Flores, Technology Director  
7965 Artcraft  
El Paso, TX 79932  
915-877-7474  
[tony.flores@canutillo-isd.org](mailto:tony.flores@canutillo-isd.org)

### **Nonassignable**

19. This license is personal to URGWDB as Licensee. It is nonassignable, and any attempt to assign this license will terminate the license.

### **Amendment**

20. No amendment, modification, or alteration of the terms of this license agreement shall be binding unless the same be in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement with specific authority of their respective governing boards.



### **Governing Law**

21. This license agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in El Paso, Texas. **NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: NEITHER URGWDB OR CISD WAIVE ANY RIGHTS TO SOVERIGN IMMUNITY.**

### **Independence of Parties**

22. It is expressly understood and agreed that CISD and URGWDB are not and shall not be partners or joint venturers with each other in any legal respect, nor is either party an agent for the other, and no one acting on behalf of either party shall have any authority to represent or bind the other in any manner in dealings with third parties.

### **Mediation of Disputes**

23. The parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute related to the agreement that may arise between the parties. If the dispute cannot be resolved by negotiation between the parties to the dispute, they shall submit the dispute to Mediation before resorting to litigation. If the need for Mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of Mediation services equally.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_\_  
day of November 2013.

CANUTILLO INDEPENDENT SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Dr. Pedro Galaviz, Superintendent

Date: \_\_\_\_\_

UPPER RIO GRANDE WORKFORCE  
DEVELOPMENT BOARD, INC.

By: \_\_\_\_\_  
Lorenzo Reyes, CEO

Date: \_\_\_\_\_