

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) a body corporate and politic under the laws of the State of Texas, acting on behalf of its Harris County Commissioner Precinct 3 (“Pct. 3”) and **Harris County Department of Education** (“HCDE”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* The County and HCDE may each be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

The County is the owner of the property commonly known as the Riley Chambers Community Center, located at 808 ½ Magnolia Avenue, Crosby, Harris County, Texas 77532 (the “Property”).

The Parties desire to enter into an agreement for HCDE to provide Head Start and/or Early Head Start program(s) on an 0.2307 acre portion of the Property (the “Site”) as further depicted and described by metes and bounds in Exhibit A, attached hereto and incorporated by reference herein.

The Parties agree that Head Start/Early Head Start are federally funded programs that provide children a safe learning environment that supports growth in many areas, including language, literacy, and social and emotional development.

The Parties, each in its capacity as a governmental entity, find that one or more public purposes is served by this Agreement, including, but not limited to, providing access to needed services, including Head Start/Early Head Start services, early childhood education, and related services.

The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

Now, therefore, the County and HCDE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do mutually agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. HCDE’s Responsibilities

- i. HCDE will provide and operate a Head Start and/or Early Head Start program(s) at

the Site, as further described in Exhibit A. HCDE shall pay to the County the sum of Fifty and No/100 Dollars (\$50.00) per month for the entire Term and any Renewal Terms (each hereinafter defined) of this Agreement (“Rental Payment”).

- ii. HCDE owns and operates a two (2) classroom portable building at the Site (“Existing Facility”) and will continue to operate and maintain the same in accordance with all applicable laws, ordinances, rules, and regulations, and subject to the terms of that certain Agreement between the Parties hereto, approved by the Harris County Commissioners Court on May 21, 2002.
- iii. HCDE will not knowingly do or allow to be done anything on the Site or parking area(s) in violation of any laws, ordinances, rules, or regulations. If HCDE becomes aware of any unlawful behavior by its employees, patrons, guests, agents, or independent contractors, HCDE will take reasonable measures to address and attempt to remedy the violation. HCDE shall be responsible for and pay all taxes, charges, fees, licenses and permits or penalties whether federal, state, or local, associated with HCDE’s services contemplated in this Agreement.
- iv. HCDE will provide construction, renovations, and improvements to the Site, provided through itself or through one or more contractors, including, but not limited to, construction/installation of a four (4) classroom manufactured building (the “Initial Construction”) and shall operate and maintain the same in accordance with all applicable laws, ordinances, rules, and regulations, subject to the terms and provisions provided herein.
- v. In order to provide the children who participate in the HCDE Head Start/Early Head Start program(s) at the Site healthy meals and snacks in accordance with the program, HCDE shall be allowed to use the kitchen located inside the Riley Chambers Community Center building at the Property (the “Kitchen”). HCDE shall attempt to reasonably coordinate with the Kitchen’s other users to ensure the same.
- vi. HCDE shall be responsible for and shall pay for all Site utilities (gas, electric, water, and telecommunications) associated with HCDE’s operation of its Existing Facility as set forth in the terms of the prior Agreement and the construction and eventual operation of the Initial Construction. HCDE sets up and connects separately for utilities with the permission and supervision of the County maintenance operation staff.
- vii. Except as expressly provided herein, HCDE shall be solely responsible for procuring, contracting, and overseeing the construction and renovations to the Site. HCDE will enter into a construction contract with a contractor for the Initial Construction. The County understands and agrees that HCDE’s procurement must be in accordance with legal requirements applicable to HCDE. HCDE and/or the contractor it retains to perform the Initial Construction shall obtain all necessary building permits for the Initial Construction and use of the Site and will complete the Initial Construction in conformity with all laws, rules, regulations, and

ordinances applicable to HCDE. HCDE shall ensure that applicable requirements imposed under the law, including, without limitation, insurance requirements, are contractually imposed on the contractor.

- viii. After final completion of the Initial Construction, HCDE shall have the right to make additional improvements and installations to the Site after obtaining prior written approval from the County.
- ix. Within ninety (90) days of termination or expiration of this Agreement, HCDE shall have the right to remove its installations, furnishings, fixtures, personal property, and equipment from the Site (collectively, "HCDE's Equipment"), to the extent that HCDE's Equipment can be removed without structural or unrepairable damage to the Site (and HCDE in any event being responsible for repairing any damage caused by such removal). HCDE shall repair any damage done to the Site caused by HCDE no later than one hundred twenty (120) days following the expiration or termination of this Agreement.
- x. HCDE shall use and occupy the Site for operation of a Head Start/Early Start program and/or to provide services as outlined herein, education, office and/or administrative purposes, and other lawful purposes in connection with HCDE operations. In addition, during the Term of this Agreement, HCDE shall have the right to use the driveways, walkways, entrances, parking lots, and other areas on the Site for the purposes outlined herein. HCDE shall not use, keep, or allow the Site or any portion thereof to be used or occupied for any unlawful purpose and shall not suffer any act to be done or any condition to exist within the Site or any portion thereof, or knowingly permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto. HCDE shall at all times during the Term, at its own cost and expense, keep the portion of the Site being used by HCDE in good and reasonable operating condition and repair, and in such condition as may be required by law. All such repairs or replacements shall be performed by duly licensed contractors reasonably acceptable to the County and in a manner reasonably acceptable to the County.
- xi. Services provided by HCDE will include providing Head Start/Early Head Start services, including educational services, health and wellness screening services, safe and supervised physical activity, and social and emotional development to HCDE's Head Start/Early Head Start participating children. HCDE anticipates it will provide services Monday-Friday from 7 a.m. to 7 p.m. HCDE may change the days and hours services are available based on need and HCDE staffing availability. HCDE's access to the Riley Chambers Community Center building at the Property will be limited by key card access. The key cards to the Riley Chambers Community Center building will be provided by the County.
- xii. Excluding normal wear and tear, HCDE shall be responsible for and shall reimburse the County for all damages or losses to the County's facilities, personal

property, or any other County property caused by HCDE or HCDE's employees, patrons, guests, agents, or independent contractors, and HCDE shall, to the maximum extent permitted by Texas law, indemnify the County for the actual and reasonable cost of any repairs. Payment for such damages shall be due and payable within forty-five (45) days of receipt of Notice from the County setting forth the itemized damages and reasonable costs of repair/replacement, including receipts and/or quotes. The County is not responsible for any damage to, loss or theft of any property, personal or otherwise, personal injury or bodily injury sustained by HCDE or its employees, patrons, guests, agents or independent contractors within the Site, except as caused by the County and/or its employees, patrons, guests, agents, or independent contractors. HCDE shall be responsible for safeguarding all of its property and equipment, and the County shall have no responsibility for the safety or security of HCDE's property or equipment.

- xiii. HCDE is responsible for meeting any and all federal grant requirements related to the Head Start/Early Head Start programs.
- xiv. HCDE is a political subdivision, enjoys governmental immunity, and has limited liability in accordance with the Texas Torts Claims Act §§101.001 *et. seq.* HCDE shall acquire and maintain insurance in the types and amounts reasonably necessary to protect HCDE and fulfill its obligations under this Agreement.

B. The County's Responsibilities

- i. The County will allow HCDE to use the Site to operate its Existing Facility, to commence and complete the Initial Construction, and to use the Kitchen, all in connection with HCDE's Head Start program(s).
- ii. The County will provide space on the Site for HCDE's continued operation of its Existing Facility and space to commence and complete the Initial Construction to HCDE at no additional cost. The Parties shall mutually agree on the specific portions of the Site to be used by HCDE.
- iii. The County shall continue to maintain landscaping on and around the Site in accordance with all applicable laws, ordinances, and regulations.
- iv. The County will maintain ownership of the Site.
- v. The County shall be responsible for the maintenance and repair of the foundation, load bearing walls, exterior walls, sub-flooring, and roof of the Riley Chambers Community Center building at the Property. The County shall be responsible for the maintenance and repair of the Riley Chambers Community Center building's mechanical, utility, plumbing, heating, ventilation, air-conditioning, and outdoor lighting systems.
- vi. Excluding normal wear and tear, the County shall be solely responsible for and shall reimburse HCDE for all damages or losses to HCDE's facilities, personal property, or

any other HCDE property caused by the County or County's employees, patrons, guests, agents, or independent contractors, and the County shall, to the maximum extent permitted by Texas law, indemnify HCDE for the actual and reasonable cost of any repairs. Payment for such damages shall be due and payable within forty-five (45) days of receipt of Notice from HCDE setting forth the itemized damages and reasonable costs of repair/replacement, including receipts and/or quotes. HCDE is not responsible for any damage to, loss or theft of any property, personal or otherwise, personal injury or bodily injury sustained by the County or its employees, patrons, guests, agents or independent contractors within the Site, except as caused by HCDE and/or its employees, patrons, guests, agents, or independent contractors. The County shall be responsible for safeguarding all of its property and equipment, and HCDE shall have no responsibility for the safety or security of the County's property or equipment.

- vii. The County is self-insured in accordance with its limited liabilities under the Texas Torts Claims Act as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104, 108. At HCDE's request, the County can provide supporting documentation of its self-insurance.

Section 2. Funding

With the exception of the Rental Payment, the Parties agree that no other payments are due by HCDE to the County under this Agreement. The Parties further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that the County may become entitled to for HCDE's obligations under this Agreement, and the total maximum sum that HCDE shall become liable to pay to the County under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Fifty and No/100 Dollars (\$50.00) per month for the Term of this Agreement.

Section 3. Term and Termination

- A. This Agreement is effective as of the date that it has been approved and executed by all Parties (the "Effective Date") and remains in force and effect for a period of twenty (20) years ("Term"), expiring on April 30, 2042. Thereafter, this Agreement may be renewed for successive one (1) year terms (each a "Renewal Term").
- B. This Agreement may be terminated upon mutual written agreement of the Parties, subject to the terms of the OHS Lease Rider attached hereto as Exhibit B. Upon learning of a breach of the Agreement, the non-breaching Party shall notify the breaching Party in accordance with the Notice provision herein. Upon receiving a notice of breach, the breaching Party shall have the opportunity to cure the breach within twenty (20) business days (or submit a plan to the non-breaching Party with a reasonable timeline to cure the breach in the event the breach cannot be cured within twenty (20) business days). The Parties agree to cooperate in good faith to the greatest extent possible to agree on a cure of a breach of this Agreement. In the event the Parties are unable to reach a mutual written agreement regarding the cure of a breach of this Agreement, either Party may terminate this Agreement. Notwithstanding any provision to the contrary in this Agreement, HCDE

is obligated to make payments and to operate the Head Start and/or Early Head Start program(s) and associated facilities only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. Additionally, notwithstanding any other provision of this Agreement or obligation imposed on HCDE by this Agreement, HCDE shall have the right to terminate this Agreement without default or liability to the County resulting from such termination, effective as of the end of any fiscal year of HCDE or of HCDE's Head Start and/or Early Head Start program(s), if it is determined by HCDE, in HCDE's sole discretion, that there are insufficient funds to extend this Agreement, in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The County further acknowledges that federal funds will be used to make all payments due under this Agreement and that this Agreement is subject to appropriation and approval of one or more grants issued by the United States federal government for the specific purpose of operating Head Start educational programs and facilities housed in the Houston area. As such, if HCDE does not receive sufficient funding to operate Head Start/Early Head Start program(s) at the Site, HCDE may terminate this Agreement without penalty or further obligation to the County, at any time upon written notice to the County. Except as otherwise provided in Section 1. A. ix. of this Agreement, HCDE shall, upon any termination or expiration of this Agreement, well and truly surrender and deliver up the Site into the possession and use of the County, without delay and in good order, condition and repair, ordinary wear and tear excepted free and clear of all lettings and occupancies and free and clear of all encumbrances, other than those existing on the date hereof.

Section 4. Miscellaneous

- A. **Non-Assignability.** The County and HCDE bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor HCDE shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party.
- B. **Notice.** Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or HCDE at the following addresses:

HCDE:	Harris County Department of Education
	6300 Irvington Boulevard
	Houston, Texas 77022
	Attention: Superintendent
	Email:

With a copy to:	Sarah W. Langlois
-----------------	-------------------

KBS Law Group
3700 Buffalo Speedway, Suite 560
Houston, Texas 77098
Email: slanglois@kbslawgroup.com

The County: Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston, Texas 77002
Attention: County Judge

With a copy to: Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Attention: Interagency Agreement Coordinator
Email: Agreementinfo@eng.hctx.net

And to: Harris County Engineering Department
1111 Fannin Street, 8th Floor
Houston, Texas 77002
Attention: Building Operation Services
Email: sean.durkin@eng.hctx.net

Any Notice given by mail hereunder is deemed given upon receipt by receiving party by the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Notices required under this Agreement, may be sent by electronic means.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Both Parties are an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the other Party for any purpose. Neither Party, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the other Party for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. Neither Party is obligated or liable to any party other than the other Party for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or

remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of either Party with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under and circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

(2) The Parties agree that no provision of this Agreement extends either Party's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. Neither Party agrees to binding arbitration, nor does either Party waive its right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. Entire Agreement; Modifications. This Agreement, including the exhibits attached hereto and/or incorporated by reference herein (including, without limitation, Exhibit B OHS Lease Rider), contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.
- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, both Parties warrant that the duties accorded to themselves in this Agreement are within the powers and authority of each Party.
- P. Force Majeure. The Parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other Party and provided that such non-performance is not due to the fault of the non-performing Party.

[Remainder left blank; signatures to follow]

HARRIS COUNTY

By: _____

Lina Hidalgo
County Judge

Date: _____

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Philip Berzins
Philip Berzins
Assistant County Attorney
CAO File No.: 22GEN3899

**HARRIS COUNTY DEPARTMENT OF
EDUCATION**

By: _____

Richard Cantu
President, HCDE Board of Trustees

Date: _____

ATTEST

By: _____

Andrea Duhon
First Vice-President, HCDE Board of
Trustees

EXHIBIT A

LEGAL DESCRIPTION OF SITE



DOUCET

Barrett Station
Harris County, Texas

"Exhibit "A--"

10190 Katy Freeway, Suite 110
Houston, Texas 77043
www.doucetengineers.com
TBPLS Firm No. 10194551

D & A Job No. 1733-011
October 26, 2022

MODULAR BUILDING LEASE
(0.2307 ACRES / 10,050 SQUARE FEET)
METES & BOUNDS DESCRIPTION

BEING A 0.2307 ACRE [10,050 SQUARE FEET] PARCEL OUT OF A CALLED 24.1519 ACRE TRACT OF LAND AS RECORDED UNDER CLERK'S FILE NUMBER E656485 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY [H.C.O.P.R.R.P.], LOCATED IN THE RUBEN WHITE SURVEY, ABSTRACT NUMBER 84, HARRIS COUNTY, TEXAS, SAID 0.2307 ACRE PARCEL MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING (N: 13,884,892.15', E: 3,212,635.05') at a 5/8-inch iron rod found for the common northwest corner of Lot 17, Block 2 of Arcadian Gardens Section 6, as recorded under Volume 169, Page 29 of the Harris County Map Records [H.C.M.R.], and the common northeast corner of Lot 18, Block 2 of said Arcadian Gardens Section 6, same being on the south line of said 24.1519 acre tract, from which a 5/8-inch iron rod found at the southwest corner of said Lot 17 bears S03°32'54"E, a distance 157.68 feet;

THENCE N57°44'00"E, departing the south line of said 24.1519 acre tract, over and across said 24.1519 acre tract, a distance of 6.51 feet to the **POINT OF BEGINNING** (N: 13,884,895.63', E: 3,212,640.56') and the southeast corner of the herein described parcel;

THENCE continuing over and across said 24.1519 acre tract, the following courses and distances:

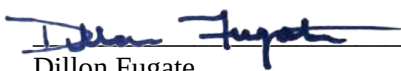
S87°26'02"W, a distance of 60.00 feet;
N02°33'58"W, a distance of 62.00 feet;
N87°26'02"E, a distance of 60.00 feet;
N02°33'58"W, a distance of 62.00 feet;
N87°26'02"E, a distance of 60.00 feet;
S02°33'58"E, a distance of 89.50 feet;
S87°26'02"W, a distance of 20.00 feet;
S02°33'58"E, a distance of 24.00 feet;
S87°26'02"W, a distance of 40.00 feet;

S02°33'58"E, a distance of 10.50 feet to the **POINT OF BEGINNING** and containing 0.2307 acres [10,050 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All coordinates shown are grid values and may be converted to surface by using the surface adjustment factor of 1.000091.
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



Dillon Fugate
Registered Professional Land Surveyor
Texas Registration No. 6360
Doucet & Associates
dfugate@DoucetEngineers.com
TBPELS Firm Registration No. 10194551

10/26/2022

Date





DOUCET

Barrett Station
Harris County, Texas

"Exhibit "A---"

10190 Katy Freeway, Suite 110
Houston, Texas 77043
www.doucetengineers.com
TBPLS Firm No. 10194551

D & A Job No. 1733-011
October 26, 2022

PLAYGROUND LEASE
(0.1929 ACRES / 8,405 SQUARE FEET)
METES & BOUNDS DESCRIPTION

BEING A 0.1929 ACRE [8,405 SQUARE FEET] PARCEL OUT OF A CALLED 24.1519 ACRE TRACT OF LAND AS RECORDED UNDER CLERK'S FILE NUMBER E656485 OF THE HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY [H.C.O.P.R.R.P.], LOCATED IN THE RUBEN WHITE SURVEY, ABSTRACT NUMBER 84, HARRIS COUNTY, TEXAS, SAID 0.1929 ACRE PARCEL MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING (N: 13,884,880.76', E: 3,212,395.30') at a Point For Corner for the common northwest corner of Lot 21, Block 2 of Arcadian Gardens Section 6, as recorded under Volume 169, Page 29 of the Harris County Map Records [H.C.M.R.], and the common northeast corner of Lot 22, Block 2 of said Arcadian Gardens Section 6, same being on the south line of said 24.1519 acre tract, from which a 5/8-inch iron rod with cap stamped "DART" found at the southwest corner of said Lot 17 bears S03°32'54"E, a distance 158.29 feet;

THENCE N87°16'52"E, along the south line of said 24.1519 acre tract, a distance of 5.78 feet to the **POINT OF BEGINNING** (N: 13,884,881.04', E: 3,212,401.07') and the southeast corner of the herein described parcel;

THENCE departing the south line of said 24.1519 acre tract, over and across said 24.1519 acre tract, the following courses and distances:

N06°07'44"W, a distance of 49.49 feet;

N73°39'17"E, a distance of 35.47 feet;

N13°59'06"W, a distance of 48.25 feet;

N76°46'00"E, a distance of 39.53 feet;

S37°42'41"E, a distance of 54.56 feet;

S16°05'50"E, a distance of 27.03 feet;

S04°01'26"E, a distance of 41.31 feet to a point on the south line of said 24.1519 acre tract, from which a bent 5/8 inch iron rod found near the northeast corner of Lot 19 bears N87°32'14"E, a distance of 75.17 feet;

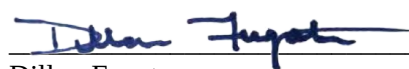
THENCE S87°17'00"W, along the south line of said 24.1519 acre tract, a distance of 99.45 feet to the **POINT OF BEGINNING** and containing 0.1929 acres [8,405 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All coordinates shown are grid values and may be converted to surface by using the surface adjustment factor of 1.000091.

Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.



10/26/2022

Dillon Fugate

Date

Registered Professional Land Surveyor

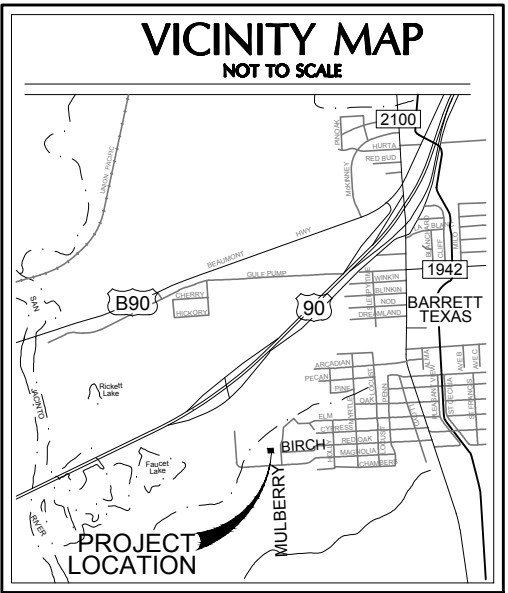
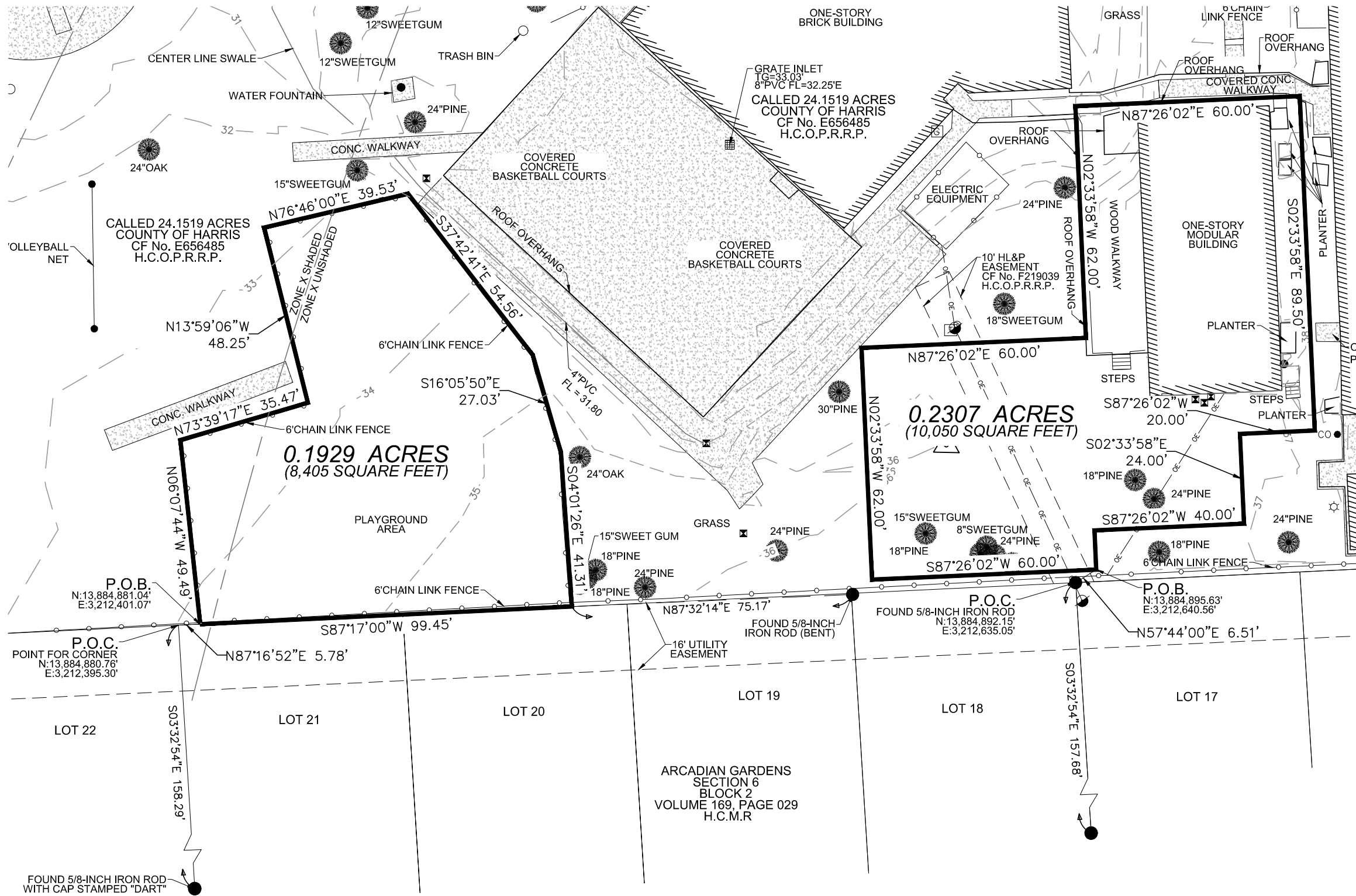
Texas Registration No. 6360

Doucet & Associates

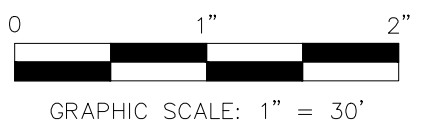
dfugate@DoucetEngineers.com

TBPELS Firm Registration No. 10194551





LEGEND	
●	IRON ROD FOUND [UNLESS NOTED]
○	CLEAN OUT
⊠	ELECTRIC PULL BOX
⊞	ELECTRIC BOX
⊙	LIGHT POLE
⊞	IRRIGATION CONTROL VALVE
⊞	TELEPHONE PEDESTAL
⊞	POWER POLE
⊞	DOWN GUY
⊞	ELECTRIC METER
⊞	ELECTRIC TRANSFORMER
⊞	GAS VALVE
—○—	OVERHEAD ELECTRIC
—○—	CHAIN LINK FENCE
▢	BUILDING
▢	H.C.O.P.R.R.P.
▢	H.C.M.R.



I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.


J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM
10/26/2022
DATE



MODULAR BUILDING & PLAYGROUND LEASE EXHIBIT

HARRIS COUNTY, TEXAS



DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date: 10/26/2022
Scale: 1" = 30'
Drawn by: JS
Reviewer: JDF
Project: 1733-009
Sheet: 3 OF 3
Field Book: 0140
Party Chief: SH
Survey Date:

EXHIBIT B

OHS LEASE RIDER

This Lease RIDER (“Rider”), made as of the _____ of _____, 2022, by and between Harris County, a body corporate and politic under the laws of the State of Texas (“Lessor”), Harris County Department of Education (“Tenant”), and United States Department of Health and Human Services, Administration for Children and Families (“HHS/ACF”), attaches to the Interlocal Agreement between Lessor and Recipient/Grantee entered into on the _____ of _____, 2022, for the real property located at Riley Chambers Community Center, located at 808 1/2 Magnolia Avenue, Crosby, Harris County, Texas 77532 (the “Lease”). HHS/ACF is not a party to the Lease, but joins in execution of this document solely to evidence its consent to the provisions hereof.

WITNESSETH:

WHEREAS, Lessor is the owner of real property located at Riley Chambers Community Center, located at 808 1/2 Magnolia Avenue, Crosby, TX 77532 (the “Property”);

WHEREAS, on August 23, 2022, the United States Department of Health and Human Services, Administration for Children and Families (“HHS/ACF”) awarded Grant Number 06HP000311 to Tenant for the purpose of operating a Head Start facility in Houston, Texas;

WHEREAS, Tenant has agreed to lease a portion of the above-described Property being an 0.2307 acre portion of the Property more particularly depicted and described by metes and bounds in Exhibit A of the Lease incorporated herein (“Leased Premises”) from Lessor for the purpose of operating a Head Start facility, pursuant to the Lease, which establishes a leasehold interest in said facility on the Leased Premises for the benefit of the Tenant (the “Leasehold”), and to which this Rider is attached as an exhibit;

WHEREAS, HHS/ACF has approved Tenant’s planned use of its award of Head Start grant for placement of a modular unit on Leased Premises or to fund leasehold improvements on the Leased Premises, which consist of either construction of a facility on the Leased Premises or major renovation of facilities on the Leased Premises (the “Improvements”), and;

WHEREAS, HHS/ACF has and will continue to have a Federal Interest (defined below) in the Leasehold and Improvements because the Tenant has used Federal grant funds awarded by HHS/ACF to place a modular unit on the Leased Premises or make Improvements to facilities on the Leased Premises. The Federal Interest includes any future HHS/ACF awards made for Improvements to the Leasehold.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. **Definitions: Under this Rider, the following terms are defined as follows:**

- (a) Event of Default: The term “Event of Default” means an event of default under the Lease.
- (b) Federal Interest: The term “Federal Interest” in the context of the Lease, is the interest of HHS/ACF in the Leasehold that secures the remaining value of the Improvements.
- (c) Lessor: The term “Lessor” means and/or its heirs, assignees, and successors under this Rider and the Lease.
- (d) Modular Unit: The term “Modular Unit” means a portable prefabricated structure made at another location and moved to a site for use by a Head Start recipient/grantee to carry out a Head Start program, regardless of the manner or extent to which the modular unit is attached to the underlying real property.
- (e) Parties: The term “Parties” shall refer to Lessor, Tenant, and their respective heirs, successors, and assignees under this Rider and the Lease.
- (f) Tenant: The term “Tenant” means Harris County Department of Education and/or its heirs, assignees, and successors under this Amendment and the Lease.

2. Federal Interest.

- (a) This Lease Rider evidences a Federal Interest in the Leasehold that secures the right of the federal awarding agency to recover the remaining value of the Improvements in the event that a lease is terminated prior to expiration of its full term, including costs associated with relocation or replacement of a modular unit following such termination.
- (b) The Federal Interest in the Leasehold of a facility on which the Tenant has made major renovations with Federal Head Start funds or placement of a modular unit on the Leased Premises continues for a period of at least 15 years, and the Federal Interest in the Leasehold on which the Tenant has constructed a facility with Federal Head Start funds continues for a period of at least 30 years notwithstanding any termination of the Lease prior to completion of its original term.
- (c) In the event of termination prior to completion of the original term of the Lease, the value of the Improvements will be determined by applying the remaining term of the Lease expressed as a percentage of the entire term and applying the resulting percentage to the amount of Federal Head Start funds awarded to the Recipient/Grantee for the Improvements. The value of the Improvements at the time of termination and any costs associated with relocation or replacement of a modular unit following such termination is subject to disallowance at the discretion of the awarding agency.

3. Tenant's Obligations.

- (a) The Tenant agrees not to sublease, assign, or otherwise transfer the Leased Premises, or use the Leased Premises for any non-grant purpose, without the express written approval of the responsible HHS/ACF official.
- (b) The Tenant agrees to provide HHS/ACF with notice:

(1) Of any Event of Default by the Tenant, on the date of the discovery of such Event of Default; and/or

(2) That the Lessor has notified the Tenant of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Tenant receives such notice from the Lessor.

4. **Lessor's Promise To Notify HHS/ACF.**

The Lessor agrees to provide HHS/ACF with notice:

(a) Of any Event of Default by the Tenant, as soon as the Lessor first knows of such default;

(b) That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Tenant that it intends to exercise such remedy or remedies;

(c) That the Lessor intends to mortgage the Leased Premises; and/or

(d) Of any lien or other encumbrance affecting title that has been attached to the Leased Premises, as soon as practicable after Lessor first knows of any such lien or other encumbrance affecting title.

5. **Addresses For Notification To HHS/ACF.**

Whenever notice to HHS/ACF is required under this Rider, the Lessor and the Tenant promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following HHS/ACF offices, or to their successors:

(a) Attn: _____
Office of Grants Management
Administration for Children and Families
U.S. Department of Health and Human Services
Address: _____
City/State/Zip: _____
Telephone Number: _____

(b) Attn: _____
Director, Office of Head Start
Administration for Children and Families
330 C St., S.W.
Washington D.C. 20201
Telephone Number: _____

(c) Office of the General Counsel, Children, Families, and Aging Division
United States Department of Health and Human Services

330 Independence Avenue, S.W., Rm. 4276
Washington, DC 20201
Telephone Number: (202) 690-8005

In addition, if the offices listed above have a change of name, address, and/or telephone number, the Lessor and the Tenant further agree to take all reasonable action necessary to discover and notify the appropriate government offices listed in this section.

6. Contents of Notification to HHS/ACF.

The Lessor and the Tenant agree to include the following information in the written notice to HHS/ACF whenever such notice is required under this Rider:

- (a) The full names, addresses, and telephone numbers of the Lessor and the Tenant and the address of the Leased Premises;
- (b) The following statement, prominently displayed at the top of the first page of the notice:

The Federal Interest in certain real property or equipment purchased or improved by the Office of Head Start may be at risk. Immediately give this notice to the appropriate government official.

- (c) The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- (d) In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of any remedy or remedies.
- (e) Of any notice of foreclosure or other action to enforce a remedy against the Leased Premises by a third party on the day that Lessor receives notice of such foreclosure or other action.

7. Tenant's Promise to Notify Lessor of Changes in HHS/ACF's Address.

The Tenant agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an HHS/ACF office listed in Section 5. If one or more of the HHS/ACF offices listed in Section 5 stops operating, the Tenant agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

8. HHS/ACF's Rights in Event of The Tenant's Default.

If an Event of Default occurs, the Parties agree that HHS/ACF may intervene to ensure that the default is cured by the Tenant, HHS/ACF, or another entity designated by HHS/ACF and that the Lessor shall accept the payment of money or performance of any other obligation by HHS/ACF or its designee, for the Tenant, as if such payment of money or performance had been made by the Tenant. In the event of default, HHS/ACF or its

designee has the right to take possession of any modular unit on the Leased Premises and remove it to another location. Unless otherwise specified in Section 8, HHS/ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Sections 4 through 7 above in which to intervene and to attempt to cure the default. If HHS/ACF fails to respond to any notice of default from Lessor, HHS/ACF's Federal Interest and the Tenant's obligation to repay the remaining value of the Improvements are preserved pursuant to 45 C.F.R. § 1303.49(a)(4).

9. **Special Period for Curing Certain Non-Monetary Defaults.**

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with Sections 4 through 7 above, if Tenant, HHS/ACF, or another entity designated by HHS/ACF promptly commences to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the it with due diligence, then the Party attempting to cure the default shall have the right to such additional time as may be reasonably necessary to finish curing the default.

10. **Delay of Exercise of Remedies Pending Cure.**

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after (i) HHS/ACF has been properly served, in full compliance with Sections 4 through 7, with notice of default and intent to exercise remedies, and (ii) one of the following events has occurred:

- (a) The responsible HHS/ACF official informs the Lessor in writing that HHS/ACF has decided not to cure the default; or
- (b) HHS/ACF fails to timely cure the default within the period of time set forth in Sections 8 or 9.

11. **HHS/ACF's Right to Substitute Another Entity Under the Lease.**

Notwithstanding any other provision of this Rider or the Lease, the Parties recognize and hereby consent that, in an Event of Default, or the withdrawal or termination of the Tenant from the Federal grant, the Lease may be assumed by an entity designated by HHS/ACF. The Lessor will have the right to approve the entity HHS/ACF designates to assume the Lease, but such approval will not be withheld except for good cause and will not be unreasonably delayed. Any interim or replacement recipient/grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement approved by Lessor and HHS/ACF.

12. **Tenant Shall Cooperate With Substitution.**

The Tenant covenants and agrees that, in the event HHS/ACF designates another entity, either on an interim or permanent basis, to assume the Tenant's rights, obligations, and liabilities under the grant and the Lease, the Tenant will relinquish to such designee

possession and all property interests that the Tenant might have in the Leased Premises, subject to any compensation to which the Tenant may be entitled.

13. Substitution by HHS/ACF Shall Not Constitute an Event of Default.

Notwithstanding any other provisions of this Rider or the Lease, the Parties agree that any substitution of recipients/grantees by HHS/ACF, either on an interim or permanent basis, shall not constitute a default under this Rider or an Event of Default. The Parties further agree that any such substitution by HHS/ACF that is made in accordance with this Rider shall not trigger termination of the Lease or any other remedy under this Rider or the Lease.

14. Notice of Federal Interest in the Leasehold.

This Rider also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the Property of the Federal Interest in the Leasehold.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §§ 9831-9852c, 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States courts, the restrictions on the use of the Leased Premises include, but are not limited to, the following:

- (a) The Leased Premises may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- (b) Leased Premises may not be encumbered, used as collateral, sold or otherwise transferred by the Tenant to another party without the written permission of the responsible HHS/ACF official.
- (c) The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the Leasehold can be obtained from the HHS/ACF Regional Office of Grants Management, at the address provided in Section 5(a).

15. Binding on Heirs, Successors And Assigns.

This Rider shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each Party but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Rider.

16. Entire Agreement.

This Rider constitutes the entire agreement among the Parties regarding the Federal Interest in the Leasehold, and any other statement, promise, representation, or agreement, either written or oral, made by any Party or agents of any Party, that is not contained in this written Rider shall not be enforceable.

17. Integration and Modification.

No modification, waiver, amendment, or discharge of this Rider shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. No provision of this Rider shall be modified or limited by course of conduct or usage of trade except by an executed written agreement. In the event of a conflict between this Rider and the Lease, the terms of this Rider shall govern.

18. Severability.

In the event that any of the agreements, terms, or provisions contained in this Rider shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining agreements, terms, and provisions contained herein shall not be in any way affected, prejudiced, or disturbed.

19. Knowing and Voluntary Agreement.

The Parties have entered into this Rider voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing the Rider voluntarily and freely, without coercion, having had the opportunity to read and raise questions about its meaning prior to signing.

20. Counterparts.

This Rider may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

21. Due Authorization.

The persons executing this Rider on behalf of a Party represent and warrant to the other Party that he or she has been duly authorized by such Party to so execute this Rider.

IN WITNESS WHEREOF, the Parties have executed this Rider pursuant to authority duly given, as of the date first above written.

[Signature pages follow.]

HARRIS COUNTY

Signature: _____

Lina Hidalgo

County Judge

APPROVED AS TO FORM:

Christian D. Menefee

County Attorney

By: Philip Berzins _____

Philip Berzins

Assistant County Attorney

CAO File No. 22GEN3899

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the ____ of _____, 2022, by Lina Hidalgo as County Judge of Harris County and the presiding officer of the Commissioners Court of Harris County, Texas, on behalf of Commissioners Court of Harris County, Texas, as the governing body of the Harris County.

Notary Seal

Notary Public signature

Commission Expires: _____

HARRIS COUNTY DEPARTMENT OF EDUCATION

Signature: _____

NAME: _____

TITLE: _____

On this , before me, the undersigned, a Notary Public in and for said Texas, personally appeared [NAME], [TITLE], of Harris County Department of Education, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES

Signature: _____

Grants Management Officer

On this , before me, the undersigned, a Notary Public in and for said , personally appeared , of the United States Department of Health and Human Services, Administration for Children and Families, personally known to me on the basis of satisfactory evidence to the individual, whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Seal

Notary Public signature

Commission Expires: _____

ORDER OF COMMISSIONERS COURT
Authorizing Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2022 with all members present except_____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS
COUNTY AND HARRIS COUNTY DEPARTMENT OF EDUCATION**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute on behalf of Harris County, an Agreement with Harris County Department of Education to provide Head Start and/or Early Head Start program(s). The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.