

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

March 18, 2021

Honorable County Judge
& Commissioners

SUBJECT: Lease Agreement – School for Tejano Center for Community Concerns

Recommendation that the court approve, and the County Judge execute, a license agreement with Schools for Tejano Center for Community Concerns, for operations at space located at 2101 South Street, Houston, TX, for the benefit of Harris County Commissioner Precinct 2. The license agreement is for the period of April 1, 2021 - March 31, 2025. The license amount is \$0.00 per year. There is a 90-day termination clause. Precinct 2.

Sincerely,



John R. Blount, P.E.
County Engineer
Attachment

Distribution:

Commissioner Adrian Garcia
Mike Lykes
Milton, Rahman, P.E.
Tiko Reynolds-Hausman
Faustino Benavidez, P.E.
Misty Rios
Rosalie Brockman
Juan Hernandez
Jose Jimenez
Chris Saddler
Tiffany Harding

This Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (County) and Schools for Tejano Center for Community Concerns (Center). County and Center may each be referred to herein individually as a Party, or collectively as the Parties.

WITNESSETH:

County is the owner of a “historical building” and ancillary property located at 2101 South Street, Houston, Texas 77009, which it acquired to construct a facility for public use.

County is desirous of licensing the operation, management, and supervision of the public use facility and activities and programs therein pursuant to Section 316.022 of the Local Government Code, Section 13.304 of the Texas Parks and Wildlife Code, the County may contract for services that it is authorized to perform itself.

Center desires to operate, manage, and supervise the public use facility and activities and programs therein.

In consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

Article I: Premises:

Premises: Subject to and upon the terms, provisions and conditions hereinafter set forth, County does hereby license to Center and Center does hereby license from County those certain premises, to be known as the “Leonel J. Castillo Community Center”, located at 2101 South Street, TX 77009, City of Houston, County of Harris, Texas, all as more particularly described in Exhibit “A”, such premises comprising the building formerly known as “Robert E. Lee Elementary”, and as identified by blue outline and red crosshatch on Exhibit “A”.

Building Area: As used in this Agreement, the term “Building Area” of the Premises at 2101 South Street, Houston, TX 77009 is hereby stipulated to be approximately 10,600 square feet, which includes 2,200 square feet of shell space, whether the same should be more or less as a result of variations resulting from actual construction and completion of the Premises for occupancy.

Article II: Term and Termination

Term: Subject to and upon the terms and conditions set forth herein including termination clauses, or in any exhibit or addendum hereto, this Agreement shall continue in full force for a period beginning on April 1, 2021 (the “Commencement Date”) and ending on March 31, 2025.

Agreement Year: As used in this Agreement, “Lease Year” shall mean the period beginning with the Commencement Date and ending twelve (12) full months thereafter and each subsequent fiscal year thereafter beginning on the previous Agreement Year ending date and ending twelve (12) full months thereafter.

County's Expenses: County shall be responsible for paying all expenses in connection with the ownership of the Premises, including but not limited to insurance, improvements and maintenance of the property, etc. Center may only seek reimbursement for an expense related to ownership of the Premises if, prior to the encumbrance, (i) Center requested, in writing, for County to reimburse for that Operating Expense, and (ii) County approved the expense as evidenced by a certificate signed by the Harris County Auditor or his designee.

Termination: Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. If Center has made alterations, additions, or improvements to the Premises, County may purchase the alterations, additions, or improvements at their then fair market value. In the event Center and County are unable to agree upon the amount of the fair market value of the alterations, additions, or improvements, or if County does not desire to purchase them, Center may remove them, in whole or in part, in a manner which does not materially damage the Premises. Center has access to the Premises for the purpose of such removal for a period of ninety (90) days after termination of this Agreement. Any alterations, additions, or improvements not so removed by Center after the expiration of the ninety (90) day period become the property of County.

Article III: Other Payments, Limitations

Payments, Performance: Center agrees to pay, without setoff or deduction, all sums provided to be paid by Center hereunder at the time and in the manner herein provided.

Limit of Appropriation: Center understands and agrees that County has certified Zero Dollars (\$0.00) for performance of its obligations hereto. If County does not have funds to perform any obligation or fails to certify funds to perform any obligation herein, Center's sole and exclusive remedy is to terminate this Agreement.

Article IV: Use, Services

Peaceful Possession: County will provide Center with peaceful possession of the Premises such that Center may peacefully have, hold, and enjoy the Premises subject to the other terms hereof, provided that Center performs all of Center's covenants and agreements herein contained.

Acceptance of Premises: The taking of possession of the Building Area at 2102 South Street by Center shall be conclusive evidence that it is suitable for the purpose for which the same is licensed, and that the Building located thereon is in good and satisfactory condition, and it is compliant with local, state, and federal code requirements and accessibility standards applicable at the time of the construction or substantial renovations.

Use: Center shall use the Premises to operate and supervise programs for adult education, historical education, microenterprise enrichment programs, youth leadership programs, fitness and health initiatives, community and civic engagement initiatives, and community events and celebrations. As a part of a collaborative program delivery, Center may partner with other groups for service provision and provide interim use of the Premises. Nothing herein may be construed

to authorize Center to sell any item owned by County or to use the Premises for purposes other than the public purposes indicated.

Services and Utilities: Center agrees to furnish, during the term of this Agreement, routine janitorial services, solid waste disposal service, landscaping service and all utility services for the Premises. Center will maintain the appearance of the Premises in a manner acceptable to County.

Furniture, Fixtures, and Equipment: County shall provide the following in the community kitchen: a refrigerator, freezer, icemaker, a 3-compartment sink, and hand sink. The County shall provide the following for the community room: meeting tables, chairs, storage carts, card tables, stepladder, podium, microphones, flagpoles and flags. County will replace and maintain the furniture, fixtures and equipment described herein to the same extent and in the same manner as other like property of County. Center will be responsible for the safe and proper use of the furniture, fixture and equipment to ensure they have a proper life span.

Keys and Locks: County shall provide all locks for doors on the Premises. Center is responsible for keying all lockable doors at the Premises and providing the County with one (1) master key. Center will only issue keys to Center on-site staff and maintenance work crew. Center will notify County when it has lost a key, and will rekey all lockable doors and provide County a replacement master key at Center's sole cost and expense.

Graphics: County shall provide and install, at County's cost and direction, all letters or numerals on doors of the Premises; all such letters or numerals shall be in building standard graphics and no others shall be used or permitted on the Premises without the prior written consent of County.

Signage: Center will be allowed to place signage on the exterior, as approved by written consent by the County.

Fees: Unless approved by the Commissioners Court of County, Center may not charge a fee to any person for the use of Premises or for any service provided at the Premises. The Commissioners Court of County must approve a fee for any service or use of the Premises prior to the fee being charged. A fee schedule is attached hereto as Exhibit "B" which will be approved by Commissioners Court upon execution of this Agreement.

Article V: Repairs and Alterations

Repairs by Center: Center shall, throughout the term of this Agreement, take good care of the Premises and the fixtures and appurtenances therein and will repair any damage caused by Center or its employees, guests or invitees in a good and workmanlike manner.

Alterations, Addition, Improvements: Center shall make no alterations in or addition to the Premises without prior written consent of County. Subject to prior written consent of the County and after the County approves the proposed work, and at Center's own expense, Center shall be allowed to make improvements to the shell space at 2101 South Street provided said improvements are compliant with the applicable federal, state, and local laws, codes, regulations and standards. All improvements shall be of first class material and labor. Center will not permit any act to occur

that results in the filing of a mechanic's, contractor's or materialman's lien on the Premises, pursuant to Chapter 53 of the Texas Property Code. Should such a lien be filed, Center shall take such action to have the lien removed or put bonding in place that covers the lien, within thirty (30) days of such filing.

Article VI: Assignment and Subletting

Assignment or Subletting by Center: Center shall not assign or in any manner transfer its rights, duties or obligations under this Agreement, or grant any license, concession or other right of occupancy of any portion of the Premises without the prior written consent of County.

Assignment by County: In the event of the transfer and assignment by County of its rights, duties or obligations in this Agreement and in the Premises to a person expressly assuming County's obligations under this Agreement which arise after the date of such assignment, County shall thereby be released from any further obligations under this Agreement. Any security given by Center to secure performance of Center's obligations hereunder shall be assigned and transferred by County to such successor in interest, and County shall thereby be discharged of any further obligation relating thereto.

Article VII: Condemnation, Casualty, Disclaimer of Warranties

Condemnation and Casualty: If the Premises shall be taken or condemned for any public purpose to such an extent as to render the Premises unsuitable or unusable for the uses described herein, this Agreement shall, at the option of either party, forthwith cease and terminate.

In the event of the destruction of the Premises without fault or neglect of Center, its agents, employees, invitees or visitors, or if from any cause the same shall be so damaged that County shall decide not to rebuild, then County or Center may terminate this Agreement and all rent owed up to the time of such damage, destruction or termination shall be paid by Center and thenceforth in this Agreement shall cease and come to an end.

Disclaimer of Warranties: COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY CENTER OF THE PREMISES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PREMISES.

Article VIII: Insurance

Liability Insurance: Center shall produce and maintain throughout the Agreement term a policy or policies of insurance, at its sole cost and expense, insuring Center and County against any and all liability for injury to or death of a person or persons occasioned by or arising out of or in connection with the use or occupancy of the Premises or by the condition of the Premises, the coverages and limits of such policy or policies to be not less than the amounts set forth below:

A.	Worker's Compensation Employer's Liability	Statutory Limits \$1,000,000
B.	Comprehensive General Liability Bodily Injury Property Damage	\$1,000,000 with respect to any one occurrence and \$250,000 – contents with respect to the annual policy aggregate
C.	Umbrella or Excess Liability	\$5,000,000 per occurrence \$5,000,000 aggregate

Article IX: Indemnification and Liability

INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENTER AGREES TO INDEMNIFY, DEFEND, AND HOLD COUNTY, ITS EMPLOYEES AND OFFICIALS (HEREINAFTER COLLECTIVELY CALLED THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, DAMAGES, CAUSES OF ACTION, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ACCOUNTANT'S FEES, COURT COSTS, AND INTEREST) OF ANY KIND OR NATURE ARISING OR ALLEGED TO HAVE ARISEN AS A RESULT OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF ANY PROPERTY, OCCURRING ON, IN, OR ABOUT THE PREMISES, OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON ARISING OUT OF OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY ACT OR OMISSION OF ANY INVITEE, CENTER, AGENT, EMPLOYEE, OFFICER, DIRECTOR, CONTRACTOR, OR SUBCONTRACTOR OF CENTER, OR ANY BREACH BY CENTER OF THE TERMS AND PROVISIONS OF THIS LEASE, EVEN IF SUCH CLAIM, DEMAND, LIABILITY, DAMAGE, CAUSE OF ACTION, OR EXPENSE ARISES FROM OR IS ATTRIBUTABLE TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY. IF ANY ACTION OR PROCEEDING IS COMMENCED BY OR AGAINST ANY INDEMNIFIED PARTY IN CONNECTION WITH ANY SUCH LIABILITY, DAMAGE, CAUSE OF ACTION, OR EXPENSE, CENTER, UPON WRITTEN NOTICE FROM COUNTY, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT CENTER'S SOLE COST AND EXPENSE, USING COUNSEL REASONABLY SATISFACTORY TO COUNTY. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO ALL OPERATIONS AND ACTIVITIES OF CENTER IN, ON, OR ABOUT THE PREMISES OF THE CENTER, WHETHER OCCURRING PRIOR TO OR AFTER THE COMMENCEMENT OF THE TERM OF THIS LEASE OR PRIOR TO OR AFTER THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. CENTER'S OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED TO THE LIMITS OR COVERAGE OF ANY INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED PURSUANT TO THIS LEASE OR OTHERWISE.

NO INDEMNIFIED PARTY SHALL BE LIABLE IN ANY MANNER WHATSOEVER TO CENTER OR ANY OTHER PARTY WITH REGARD TO ANY INJURY TO OR DEATH OF ANY PERSON, OR FOR THE LOSS OF OR DAMAGE TO ANY PROPERTY OF CENTER,

ITS EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, OR OTHER THIRD PARTIES, REGARDLESS OF WHETHER SUCH PROPERTY IS ENTRUSTED TO COUNTY OR COUNTY'S AGENTS, EMPLOYEES, OR CONTRACTORS, OR SUCH LOSS OR DAMAGE IS CAUSED BY CASUALTY, THEFT, OR ANY OTHER CAUSE OF ANY KIND OR NATURE, INCLUDING THE NEGLIGENCE OF AN INDEMNIFIED PARTY. IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE IN ANY MANNER TO CENTER OR ANY OTHER PARTY AS A RESULT OF THE ACTS OR OMISSIONS OF CENTER, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR ANY OTHER CENTER OF THE CENTER, EVEN IF LIABILITY WOULD BE DUE TO THE NEGLIGENCE OF AN INDEMNIFIED PARTY. ALL PERSONAL PROPERTY LOCATED ON, IN, OR ABOUT THE PREMISES SHALL BE SO LOCATED AT THE SOLE RISK OF CENTER, AND NO INDEMNIFIED PARTY SHALL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNIFIED PARTY.

NO PARTY SHALL HAVE ANY RIGHT OR CLAIM AGAINST ANY INDEMNIFIED PARTY FOR ANY PROPERTY DAMAGE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTY OR THE CONDITION OF THE PREMISES OR THE CENTER BY WAY OF SUBROGATION OR ASSIGNMENT, CENTER HEREBY WAIVING AND RELINQUISHING ANY SUCH RIGHT. TO THE EXTENT CENTER IS REQUIRED TO OR OTHERWISE ELECTS TO INSURE SUCH PROPERTY, CENTER SHALL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE INSURANCE POLICIES WAIVING SUCH INSURANCE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ALL INDEMNIFIED PARTIES. A CERTIFICATE OF INSURANCE EVIDENCING SUCH WAIVER SHALL BE PROVIDED TO COUNTY WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE COMMENCEMENT OF THE TERM OF THIS LEASE.

LIABILITY. CENTER WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL FINES, SUITS, CLAIMS, DEMANDS, AND ACTIONS OF ANY KIND BY REASON OF ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY CONDITION HEREOF ON THE PART OF CENTER, ITS AGENTS OR EMPLOYEES, EVEN IF CAUSED BY THE NEGLIGENCE OF OR ATTRIBUTABLE TO COUNTY. CENTER IS FAMILIAR WITH THE PREMISES, ACKNOWLEDGES THAT THE SAME ARE RECEIVED BY CENTER IN A GOOD STATE OF REPAIR AND ACCEPTED BY CENTER IN THEIR PRESENT CONDITION. COUNTY SHALL NOT BE LIABLE TO CENTER OR CENTER'S AGENTS, EMPLOYEES, INVITEES, GUESTS, OR CUSTOMERS FOR ANY DAMAGE TO PERSONS OR PROPERTY DUE TO CONDITION, DESIGN, OR DEFECT IN THE CENTER OR ITS MECHANICAL SYSTEMS OR IN THE PREMISES WHICH MAY NOW EXIST OR HEREAFTER OCCUR, EVEN IF CAUSED BY THE NEGLIGENCE OF AN INDEMNIFIED PARTY. CENTER ACCEPTS THE PREMISES AS SUITABLE FOR THE PURPOSES FOR WHICH THE SAME ARE LEASED AND ASSUMES ALL RISKS OF DAMAGE TO PERSONS OR PROPERTY OF WHATEVER NATURE OR FROM WHATEVER CAUSE. CENTER WAIVES ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS.

Article X: Miscellaneous

Abandoned Property: At the termination of this Agreement by lapse of time all fixed improvements, alterations and additions thereto constructed upon the Premises by Center become the property of County. Movable property will remain the property of Center, provided Center removes the property from the Premises by the termination of this Agreement. Center agrees to fix or repair any damage caused by the removal of any property from the Premises; this provision will survive beyond the termination of this Agreement.

Notices: Any notice or other communications to County or Center required or permitted to be given under this Lease must be in writing and shall be effectively given if delivered to the address for County and Center stated below or if sent by United States Mail, certified or registered, return receipt requested or by hand delivery, to said addresses. Any notice mailed (save and except for any notice of change of address) shall be deemed to have been received on the third day after the day of deposit of such item in a depository of the United States Postal Service. Notice delivered other than by mail shall be deemed to have been given at the time of actual receipt. Either party shall have the right to change its address to which notices shall thereafter be sent by giving the other written notice thereof, but no such change of address shall be effective unless and until actually received by the party to whom such notice is sent.

If to Center: Schools for Tejano Center for Community Concerns
2950 Boardway Street
Houston, TX 77017
Attn: Adriana Tamez

If to County: Harris County Commissioner Precinct 2
14350 Wallisville Road, Suite 101
Houston, TX 77049
Attn: Jose Luis Jimenez

Renewal Option: Center shall have the option to renew this Agreement subject to all of the same terms, covenants and conditions (except as hereinafter provided) for one fifteen (15) year term ("Renewal Term") commencing on the date of expiration of the Primary Term. County must receive written notice six (6) months prior to the expiration of the Primary Term of Center's intent to exercise this Renewal Option.

ADA Compliance: County has recently completed a substantial renovation of the Premises located at 2101 South Street, which was constructed in compliance with the Texas Accessibility Standards. The County shall be responsible for compliance with Title III of The Americans with Disabilities Act of 1990, the Accessibility Guidelines for Buildings and Facilities and any other law pertaining to disabilities and architectural barriers ("ADA") for the Buildings as may be revised, in order to facilitate equal access and use for persons with disabilities.

Governance: This Agreement shall be construed in accordance with the laws of the State of Texas (without reference to the conflicts of laws' provisions thereof).

Historical Space: County shall be responsible for the curating of artifacts in the historical space, which may consist of, among other items, a) Castillo family memorabilia portraying the life history of Leonel J. Castillo, b) memorabilia and historical elements associated with the original Robert E. Lee Elementary School, and c) relevant memorabilia related to the school architect, Alfred Finn. Center will only be responsible for the general welfare of the exhibits with the space's operation and supervision.

Licenses and Permits: Notwithstanding anything herein to the contrary, Center will abide by all applicable federal, state, county and municipal laws, rules, ordinances and regulations, and obtain, at its own expense, all licenses and permits necessary for and applicable to Center's operations.

[SIGNATURES ON NEXT PAGE]

APPROVED AS TO FORM
CHRISTIAN D. MENESEE
Harris County Attorney

HARRIS COUNTY

By: DeAnne A. Lin
DeAnne A. Lin
Assistant County Attorney
C.A. File No.: 21GEN0756

By: _____
LINA HIDALGO
County Judge

ATTEST:

**SCHOOLS FOR TEJANO CENTER
FOR COMMUNITY CONCERNS**

By: _____
Name: _____
Secretary

By: [Signature]
Name: Adriana Tamez
Title: CEO / Superintendent of Schools

EXHIBIT "A"

EXHIBIT "B"
FEE SCHEDULE

ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with Schools for Tejano Center for Community Concerns

The Commissioners Court of Harris County, Texas met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____, with the following members present except _____.

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

**ORDER AUTHORIZING AN AGREEMENT WITH SCHOOLS FOR TEJANO CENTER
FOR COMMUNITY CONCERNS FOR OPERATION, MANAGEMENT AND
SUPERVISION OF THE LEONEL J. CASTILLO COMMUNITY CENTER**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Yes No Abstain

Judge Lina Hidalgo
Comm. Rodney Ellis
Comm. Adrian Garcia
Comm. Tom S. Ramsey, P.E.
Comm. R. Jack 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:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement with Schools for Tejano Center for Community Concerns for operation, management and supervision of the Leonel J. Castillo Community Center. The License Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

2101 SOUTH ST, HOUSTON, T...   < I want to...

Details

address

2101 SOUTH ST, HOUSTON, TX, 77009

score

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