

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-02-273-11-26

THIS LEASE is made and entered into by and between **NUESTRA CLINICA DEL VALLE**, a Texas non-profit corporation with offices in Hidalgo County, referred in this Lease as Lessee, and the **COUNTY OF HIDALGO**, referred to in this Lease as Lessor.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A," attached hereto. These premises hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be four (4) years commencing on, November 26, 2002 (the "Commencement Date") and ending on November 26, 2006 (the "Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2 hereof.

Renewal or Termination

1.2 Lessor and Lessee shall mutually have the right and option to renew and extend the term of this Lease for an additional four (4) year period. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Paragraph 1.1, unless sooner terminated or renewed and extended in accordance with this Paragraph 1.2; and any

holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Paragraph 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Either party to this Lease may declare this Lease, and all rights and interest created by it, to be terminated upon giving the other party one hundred and eighty (180) days written notice without cause. Upon a party's electing to terminate, this Lease shall cease and come to an end as if the day of the terminating party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty or Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying on the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

Dollar (\$1.00), payable in yearly installments each, on or before the first day of the calendar month during the term.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee yearly in advance.

Taxes

2.3 To the extent the Property is assessed for ad valorem taxation purposes, Lessee is responsible for rendering and paying all real estate taxes on the Property.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the Premises for the operation of comprehensive and integrated health care in furtherance of its charitable purposes as defined in its proposal for lease of property dated July 24, 2002, a copy of which is attached hereto as Exhibit "B."

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any matter that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Premises or for any illegal purpose.

ARTICLE 4. Placement of Facility and Maintenance of Premises

Placement of Facility

4.1 Lessee shall place a modular unit containing 1,500 square feet, more or less, on the Leased Premises (the "Facility"), as more particularly described in the plans and specifications for such facility which shall be attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The placement, maintenance, operation and risk of loss of the Facility shall be at

Lessee's sole cost and expense.

4.2 INTENTIONALLY OMITTED

Repair and Maintenance of Premises

4.3 Lessee shall keep the Leased Premises in a good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements. Lessor shall be permitted, from time to time, during regular business hours, and with or without notice to Lessee, to inspect the condition of the Leased Premises, and all improvements and personal property of Lessee located thereon. In the event that Lessor determines, in its sole discretion, that Lessee has failed to meet its obligations to repair and maintain the Leased Premises, Lessor shall give Lessee written notice of the specific repairs or replacements which are necessary to bring the Leased Premises, and Lessee's improvements and personal property located thereon, into compliance with Lessor's requirements. In the event Lessee fails to commence repairs and replacements within ten (10) business days of receipt of Lessor's notice, or fails thereafter to diligently prosecute the completion of such repairs or replacements, then Lessor, in addition to any other remedy which Lessor may have hereunder, or at law or in equity, may enter upon the Leased Premises and to make the necessary repairs and replacements, at Lessee's cost and expense. Lessee shall reimburse Lessor for all sums paid by Lessor for the repair or replacements undertaken by Lessor pursuant to the preceding sentence, together with reasonable additions for overhead and supervision, on or before the tenth (10th) business day following receipt by Lessee of and invoice therefor. In addition, in the event of repeated failures of Lessee to maintain the Leased Premises in a good, clean condition and to make needed replacements and repairs, Lessor may, in its sole discretion, establish a reasonable escrow requirement and require Lessee to pay, monthly and in addition to rentals and other payments provided hereunder, a monthly maintenance fee to be applied by Lessor against sums advanced on behalf of Lessee to maintain the Leased Premises.

Lessee to Keep Premises Free from Liens

4.4 Lessee shall, at all times, keep the fee estate of the Leased Premises and any structures or improvements constructed thereon free of mechanics' and materialmen's liens arising by reason of any work, labor, services or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Leased Premises or any part thereof through or under Lessee. In the event Lessee uses a general contractor to perform construction work within the Leased Premises, Lessee must, prior to the commencement of such work, require such general contractor to execute and record a Bond to Pay Claims (the "Bond") in accordance with Chapter 53, Subchapter I of the Texas Property Code, as such may be amended, superseded or replaced from time to time, and must deliver a copy of the recorded Bond to Lessor. The delivery of the Bond within the time period set forth above is a condition precedent to Lessee's ability to enter on and begin its construction work at the Leased Premises.

ARTICLE 5. UTILITIES

5.1 Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. INTENTIONALLY OMITTED

ARTICLE 7. INTENTIONALLY OMITTED

ARTICLE 8. INTENTIONALLY OMITTED

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessee shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion,

aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessor. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessee, which sum Lessee shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessee shall furnish Lessor with the original of all insurance policies required by this Article. If Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessee fails to deliver proof of insurance showing coverages to Lessor prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be default of Lessee under this Lease; or Lessor may, but shall not be required to take out such insurance and pay the premiums on the necessary insurance to comply with Lessee's obligations under the provisions of this Article. Lessee agrees to reimburse Lessor all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Damage or Destruction

10.2 If the Facility on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence; provided however, that Lessee shall remove the destroyed or partially destroyed portion of the Facility and will restore the Leased Premises to its original condition, at its sole cost and expense.

Partial Damage

10.3 If the Facility and/or the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessee shall, at Lessee's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall not be

adjusted. In the event that Lessee should fail to complete such rebuilding or repairs within thirty (30) working days from the date of the occurrence of the damage, Lessor may at its option terminate this Lease by written notification at such time to Lessee, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portions of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this paragraph, or if less than ten (10%) percent of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The rent payable

under Paragraph 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Lessor's Lien

12.2 It is expressly agreed that, in the event of default by Lessee in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon

all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any matter affect, the statutory landlord's lien given by law but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the conduct of Lessee's business in the ordinary course of business and Lessee's actions in the ordinary conduct of Lessee's business shall be free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold and re-enter and relet the Premises as provided in the preceding paragraph, the Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public or private sale or of the time after that any private sale is to be made for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and property expense of removing, storing, and selling such property, then to repairing damage to the Leased Premises, if any, then to the payment of any rent due or to become due under this Lease, with balance, if any, to be paid to Lessee.

Default by Lessor

12.3 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following

written notice from Lessee. Lessee may vacate the Premises, which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under

this Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. INTENTIONALLY OMITTED

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

County of Hidalgo
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Lessee:

Nuestra Clinica Del Valle
Attention: Lucy Ramirez
P.O. Box Q
Pharr, Texas 78577

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this paragraph.

Parties Bound

15.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

15.3 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

15.5 This Lease constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understanding or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

15.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or

covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise or due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 26th day of November, 2002

APPROVED BY COMMISSIONERS COURT ON THIS THE 26th day of NOVEMBER, 2002.

APPROVED AS TO FORM:

LESSOR:

By: [Signature]
Atlas & Hall, L.L.P

THE COUNTY OF HIDALGO

By: [Signature]
Ramon Garcia, County Judge

ATTEST:

[Signature]
Juan D. Salinas, III, County Clerk

LESSEE:

NUESTRA CLINICA DEL VALLE

By: [Signature]
Printed Name: Lucy Ramirez
Title: Executive Director

EXHIBIT “A”

EXHIBIT "A"

Description of "the Property"

Hidalgo County

"Lease of Real Property to a Non-Profit Health Oriented Organization"

RFP No. 02-175-07-24

D. Legal Description:

"Approximately 0.25 Acre tract of Real Property out of Lots 4, 5, 6, and 7, Block 9, San Carlos Subdivision, Hidalgo County, Texas"

E. Physical Location:

A vacant lot located directly east behind the Head Start Center, (5 miles East on Hwy. 107 on the corner of 86th Street and Hwy. 107) in San Carlos, Texas.

F. Address Location:

EXHIBIT “B”

County of Hidalgo
Request for Proposals
**"Lease of Real Property to a Non-Profit Health Oriented
Organization"**

Exhibit B
Requirements/Elements & Format

Proposal must contain and address the following requirements. Each element has the points assigned to the requirement category for use in the scoring and grading for final evaluation:

I PROGRAM ABSTRACT (10 pts)

The organization must provide a brief summary or overview of the proposed services to be provided including:

- a. a statement of need;
- b. the number of staff to be involved in the project;
- c. the number of participants to be served;
- d. the program description;
- e. the major program objectives, activities, and services in the project; and
- f. the evaluation strategy.

MUST BE LIMITED TO ONE PAGE.

II PROGRAM NEEDS ASSESSMENT (20 pts)

- A. The organization must provide an explanation of need for use of the facilities. Included must be a statement that identifies the geographic area of the County to be served, and as serving at least 25% economically deprived participants of the population.
- B. Based on the results of a needs assessment on the targeted population, the organization must describe the needs of the population to be served.
 - a. Describe the need;
 - b. Substantiate the need with relevant data; and
 - c. Include demographic data.

MUST BE LIMITED TO TWO (2) PAGES.

III PROGRAM DESCRIPTION, NARRATIVE (30 pts)

1. The organization must provide a narrative description of the services to be provided. The organization will clearly delineate, as completely and succinctly as possible, the program design and details for carrying out the requirements of the project. Organizations must address project objectives, project description, and project requirements in order to be considered for lease of real property.

MUST BE LIMITED TO THREE (3) PAGES.

IV PROGRAM EVALUATION DESIGN (15 pts)

1. The overall purpose of the program evaluation design is to document and disseminate information identifying the programs available in the County that result in notable gains by organization that offers comprehensive health care services to medically underserved, non-served, uninsured, and economically depressed constituency of the County in the San Carlos area of Precinct No. 4. Proposers should provide an evaluation design with measurable goals and objectives of the project(s).

Evaluations will be conducted for each of the organizations according to the evaluation guidelines approved by the County Commissioners Court. In order to be considered for leasing of real property, the organization must state that it will comply with any evaluation requirements that may be established by the County Commissioners Court .

MUST BE LIMITED TO TWO (2) PAGES

V DESCRIPTION OF INTERAGENCY AGREEMENTS (5pts)

- (1.) Describe any financial and/or non-financial interagency agreements with any federal, state county, municipal or local agencies.
- (2.) Describe the history of the relationship and/or partnership between your organization and other federal, state, county, municipal or local organization(s).
- (3.) Describe agreements with other primary service providers designated to improve integration and delivery of program services. Provide as an attachment, any written agreements that may exist with local social service providers.

VI DESCRIPTION OF FUNDING SUPPORT (20 pts)

- (1.) Describe how the *not-for-profit provider* will receive funding support from other institutions and organizations located in the proposed service area. Financial support may be through direct financial resources of services of in-kind donations to be made to the project. **(5pts)**
- (2.) Describe the financial arrangements and submit any agreements that may be undertaken for the purpose of implementing the objectives of this project. The proposal should show evidence of support agreements. **(5 pts)**
- (3.) Provide a copy of annual budget and a year end programmatic report. **(10 pts)**

Maximum score: 100 pts

County of Hidalgo Request for Proposals

"Lease of Real Property to a Non-Profit Health Oriented Organization" Grading Criteria & Score Sheet

Organization Name: _____

Grader: _____

Date: _____

Requirements: Refer to Exhibit "B" for compliance with all elements

Score

I PROGRAM ABSTRACT (10 pts) _____

II PROGRAM NEEDS ASSESSMENT (20 pts) _____

III PROGRAM DESCRIPTION, NARRATIVE (30 pts) _____

IV PROGRAM EVALUATION DESIGN (15 pts) _____

V DESCRIPTION OF INTERAGENCY AGREEMENTS (5pts) _____

VI DESCRIPTION OF FUNDING SUPPORT (20 pts) _____

- (1.) Describe how the *Not-For-Profit System* will receive funding support from other institutions and organizations located in the proposed service area. Financial support may be through direct financial resources of services of in-kind donations to be made to the project. **(5pts)**
- (2.) Describe the financial arrangements and submit any agreements that may be undertaken for the purpose of implementing the objectives of this project. The proposal should show evidence of support agreements. **(5 pts)**
- (3.) Provide a copy of annual budget and a year end programmatic report. **(10 pts)**

Maximum score: 100 pts

Total Score _____

Comments: _____

County of Hidalgo
Request for Proposals
"Lease of Real Property to a Non-Profit Health Oriented
Organization"
General Information and Conditions

I. INTRODUCTION

The County of Hidalgo is requesting proposals for the lease of land to a non-profit health services organization that offers comprehensive health care services to medically under served, non-served, uninsured, and economically depressed constituency of the County in the San Carlos area of Precinct No. 4. There is a tract of land of approximately 0.25 acre tract of land in the City of San Carlos and described in Exhibit "A" (Description of the Property). The tract of land will be paved by Hidalgo County Precinct No. 4. The County of Hidalgo has determined that Precinct No. 4 has no use of said property. Therefore, the County of Hidalgo is offering the property available for leasing to a health services oriented non-profit organization qualifying under section 501 (c) (3) Internal Revenue Code of 1986, as amended. The County of Hidalgo encourages organizations of this nature to submit their proposals.

II. PROJECT OVERVIEW

The County of Hidalgo is now offering a "Notice of Lease of Real Property" of available land located directly east behind of the Head Start Center in San Carlos, Texas, Hidalgo County, Texas for the purpose of leasing to a non-profit health services provider organization.

III. PROGRAM REQUIREMENTS

A. WHO MAY APPLY

All non-profit health services provider organizations wishing to provide health care services to the constituency of Hidalgo County.

B. ALLOWABLE USE REAL PROPERTY

Eligible Organizations- Qualified non-profit health services provider organizations that offer comprehensive health care services to the medically disadvantage that include, but are not limited to the following:

- Physician care
- Dental Care
- Ancillary Services
- Referral services
- Other related services, i.e., pharmacy services

**** However,** individuals and for-profit organizations are not eligible.

C. TERM OF THE LEASE AND OPTIONS TO EXTEND

The initial term of the lease will expire four (4) years from the date the lease is awarded. The organizations may propose options to extend the lease before the expiration of any subsequent extensions.

IV. APPLICATION SUBMISSION

To be considered, requests for lease of real property must follow the format as described herein: The County of Hidalgo requests one original proposal and seven (7) copies. **All proposals must be received by no later than 9:30 A.M., Wednesday, July 31, 2002 and addressed to:**

*Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539*

Any questions concerning the "**Lease of Real Property to a Non-Profit Health Oriented Organization**" Request For Proposal shall be formally addressed to:

*Martha L. Salazar
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539*

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, July 26, 2002 at 5:00 P.M. Responses will be sent to all organizations via facsimile by Monday, July 29, 2002. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Completeness of Application

County of Hidalgo will initially review all proposals to determine whether all required elements are present and clearly identifiable. (10 or 12 pt. / 1 inch margins) The required elements are enclosed. **Each of the required elements must be present and clearly identified. Failure to do so may result in rejection of the proposal.**

Closing Date

All proposals must be received by the Hidalgo County Purchasing Department no later than 9:30 A.M., Wednesday, July 31, 2002. (Postmark date is not sufficient.) Proposals **will not** be accepted via facsimile machine transmission or electronic mail.

A. SELECTION NOTIFICATION

Review Committee members will evaluate proposals using a score sheet. In an effort to promote the development of model non-profit center youth-oriented programs in the County of Hidalgo.

The County of Hidalgo has sole discretion and reserves the right to reject any or all proposals received in response to this RFP if it is deemed in County's best interest. This RFP does not constitute a commitment by the County to award a contract, to pay costs incurred in the preparation of the proposal, nor acts on the part of the offeror to produce a contract for services or supplies.

NOTICE OF LEASE OF REAL ESTATE

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Notice is hereby given by Hidalgo County, Texas ("County") that County has determined that it would be in the best interest of County to "Lease Approximately 0.25 Acre tract of Real Property out of Lots 4, 5, 6, and 7, Block 9, San Carlos Subdivision, Hidalgo County, Texas, to a Non-Profit Organization". Said real estate is located and described as:

- A. Physical location - A vacant lot located directly east behind of the Head Start Center, (5 miles East on Hwy. 107 on the corner of 86th Street and Hwy. 107) in San Carlos, Texas.
- B. Legal Description - A 0.25 acre tract of land being all of lots 4, 5, 6, and 7, Block 9 San Carlos Subdivision, Hidalgo County, Texas

and under the terms, restrictions, reservations and conditions set forth as follows:

1. The lease is solely a Surface Lease.
2. **The initial term of the lease will expire four (4) years from the date the lease is awarded with county's option to extend one (1) additional four (4) year term. The organizations may propose options to extend the lease before the expiration of any subsequent extensions.**
3. The sole permitted use of the leased real estate shall be for the purposes of a non-profit, family intervention and assistance oriented organization which provides services to residents of Hidalgo County.
4. The Lessee shall obtain approval from County for all improvements (permanent or non-permanent) constructed upon the leased premises. These shall become the property of County at the end of the term of the lease. If any non-permanent improvements are removed, with the County's approval, property must be left in the original state or condition as when leased.
5. The Lessee shall indemnify and hold County harmless from any and all damages or liability resulting from any injury or damage resulting from, or connected with placing or utilizing any improvements placed upon the leased premises and any activity conducted by lessee or persons utilizing the leased premises. In this connection, Lessee shall be required to provide liability insurance that names County as a co-insured in at least the amount specified as the limits of the County's liability as set forth in the Texas Tort Claims Act, §101.001, et seq., Tex. Civ. Proc. & Rem. Code Ann., as amended. Lessee shall also execute a written lease containing conditions and covenants proposed by County upon Lessee in addition to those specified herein.
6. Lessee shall be responsible for utilities and basic maintenance of the Premises.
7. All organizations interested in leasing the property described above shall submit a sealed original proposal and seven (7) copies clearly marked "**Lease of Real Estate to a Non-Profit Health Oriented Organization**" Bid No.: 02-175-07-24 to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Administration Building, 100 E. Cano, 4th Floor, Edinburg, Texas 78539 by no later than 9:30 a.m. Wednesday, **July 24,2002** specifying the proposed yearly lease rental amount, and/or other considerations as stated in the requirements. **NO LATE ARRIVALS WILL BE ACCEPTED AND FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.** Grading criteria and requirements may be obtained by formally addressing Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Administration Building,100 E. Cano, 4th Floor, Edinburg, Texas 78539.
8. All proposals shall be evaluated thereafter. The Commissioners Court of Hidalgo County, Texas shall determine whether, or not, to lease any, or all, of the real estate described herein and to accept, or not accept, a proposal which is equal to, or better than, the specific items listed above or reject any and all proposals.
9. The successful proposer/offeror shall pay all costs connected with the lease of the said real estate, including but not limited to, advertising the notice of lease of real estate.
10. Organizations interested in viewing the premises may contact the Hidalgo County Purchasing Department to arrange an inspection.

WITNESS MY HAND this the 4th day of June, 2002.

COUNTY OF HIDALGO, TEXAS

Martha L. Salazar
Hidalgo County Purchasing Agent

PROPOSAL PAGE

COUNTY OF HIDALGO

"LEASE OF REAL PROPERTY TO A NON-PROFIT HEALTH ORIENTED ORGANIZATION"

RFP NO. 02-175-07-24

Lease Proposal:

C. Initial Term:

Nuestra Clinica

Del Valle

ORGANIZATION PROPOSES TO PAY HIDALGO COUNTY THE SUM OF \$ 1.00 DOLLARS PER YEAR FOR THE LEASE OF THE PROPERTY FOR FOUR YEARS AND AGREE TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

D. Lease Extensions:

Nuestra Clinica

Del Valle

ORGANIZATION PROPOSES 1 EXTENSION(S) OF 4 (YEARS) EACH AT A SUM OF \$ 1.00 DOLLARS PER YEAR AND AGREE TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

ORGANIZATION: Nuestra Clinica del Valle

ADDRESS: P.O. Box Q/1203 E. Ferguson

CITY/STATE/ZIP CODE: Pharr, Texas 78577

PHONE NUMBER: 956-787-8915

FAX NUMBER: 956-787-2021

AUTHORIZED SIGNATURE: *Lucy Ramirez*

PRINTED NAME: Lucy Ramirez

TITLE: Executive Director

DATE: 7/29/02