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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**LEASE
C-07-249-07-17**

THIS LEASE is made and entered into by and between **Jose E. Garcia**, , referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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, save and except the said space marked as Office #2 and Office #3 on the floor plan included in Exhibit "A" and consisting of a total of 243.96 square feet and referred herein as "Lessor's Storage Space". The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." The total Leased Premises consists of Four Thousand Five Hundred (4,500) square feet.

Lessor agrees that Lessor's Storage Space shall be used only for storage purposes by Lessor. Lessor further agrees that only authorized personnel who maintain the Leased Premises on Lessor's behalf shall be allowed access to the Lessor's Storage Space and such space shall only be accessed through the front door entrance of the Leased Premises and only when court is not in session.

ARTICLE 1. TERM
Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one

(1) year commencing on **July 17, 2007** (as hereinafter defined) and ending on **July 16, 2008** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the 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 Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 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

1.2 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 month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4 Lessor covenants and agrees that Lessee on paying 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 by 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

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Eight Thousand Two Hundred and Eighty Dollars and no/100ths (\$8,280.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **4401 North McColl Rd, McAllen, TX 78504** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner 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. REPAIRS AND MAINTENANCE

4.2 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintenance).

- (9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor 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 Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor 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 **Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** 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 Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten

(10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee 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 Lessor 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.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, 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.

10.3 If 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 with thirty (30) working days from the date of the occurrence of the damage, this Lease shall

not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor'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 casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair 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 be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, 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 portion 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 section, or if less than ten percent (10%) 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 Sections 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 re-let 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 such

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.

Default by Lessor

12.2 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 thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in 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 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, with 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 the 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. MISCELLANEOUS

Notices and Addresses

14.1 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:
Jose E. Garcia , Owner
4401 North McColl Rd
McAllen, TX 78504

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

Either party may change the address to which notices are to be sent it by giving the other

party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement 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 Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement 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

14.4 In case any one or more of the provisions contained in this Lease 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 Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease

Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement 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.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease 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 attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 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 of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 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

14.11 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

14.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 1, 2007

JOSE E. GARCIA

Sept. 26, 2007

By: Jose E. Garcia

HIDALGO COUNTY

Juan D. Salinas III
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court July 17, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain
Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS &
LEGAL DESCRIPTION

**BID FORM
THE COUNTY OF HIDALGO, TEXAS
HIDALGO COUNTY JUDICIAL COURT**

**“Lease Office Space in the City of Edinburg”
BID No.: 07-249-07-11CGV**

Legal Description of Property:

Property (including any improvements):

The North ½ of lots 13, 14, 15, and 16, Block 256, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo county, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo county, Texas and,

The Real Property or its address is commonly known as 323 W, Cano Street, Edinburg, TX 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block two hundred fifty-six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo county, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo county, Texas.

The Real Property or its address is commonly known as 323 W. Cano Street, Edinburg, TX 78539.

EXHIBIT "A"

HIDALGO COUNTY JUDICIAL COURT

LEASE OF OFFICE SPACE IN THE CITY OF EDINBURG BID NO. 07-249-07-11CGV

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

1. Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
2. Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS/REQUIREMENTS AND/OR TERMS AND CONDITIONS:

1. The proposed office building shall consist of a minimum of 3,500 square feet and a maximum of 4500 square feet of available office space.
2. Bidder shall charge by the square foot for the rental of space. The bid should reflect the actual square feet of the building being proposed.
3. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse.
4. A proposed building must meet all ADA Requirements for all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.
5. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award and properly executed lease agreement with the County's option to consider and approve an additional fifteen (15) day extension. If completion date is not met, awarded bid and lease will become null/void.
6. If a new building is to be constructed, there should be a completion date of approximately one hundred twenty (120) days from the date of bid award and properly executed lease

agreement. The new building must be constructed to comply with applicable federal, state and local building codes and regulations according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court.

7. Said building shall accommodate for Courtroom with said measurements of a minimum 800 square feet and a maximum of 840 square feet or the equivalent for:
 - a. Lawyers Bar Wall
 - b. Judge's Bench
 - c. Jury Box
 - d. Witness Stand
 - e. Court Reporters Area
8. Said building shall accommodate 5 to 7 offices with said measurements of 10' x 10' or the equivalent.
9. Lobby to be with said measurement of a minimum of 300 square feet.
10. Restrooms as follows:
 - a. One (1) Staff (Unisex)
 - b. One (1) Unisex
 - c. One (1) Male
 - d. One (1) Female
11. Bid premises shall have public restrooms, one (1) for men, one (1) for women and handicapped accessible. Separate restroom facilities for employees.
12. Storage area with a minimum of 50 square feet.
13. Staff open space with a minimum of 250 square feet.
14. Judge's chambers space with a minimum of 180 square feet.
15. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.
16. The guest parking lot shall consist of a minimum of forty (40) parking spaces with the minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
17. The building should be well insulated with ERA rating of minimum of eleven (11).
18. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to

produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
19. During the term of the lease, the building must be well ventilated as required by law and as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Carbon Monoxide levels. If Carbon Monoxide levels are identified., Carbon Monoxide Levels must not exceed 1 ppm.
 20. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the Lessor's expense.
 21. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.
 22. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Lessor's expense.
 23. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
 - a. Age, Condition, and Warranty of the Roof
 24. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.
 25. Bid premises shall have water, sewer, garbage pick up in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.
 26. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.
 27. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

28. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County Judicial Court.
29. All repairs will be done on a timely manner as prioritized by Hidalgo County.
30. Provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.
31. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.
32. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free.
33. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.
34. Termination:
 - A) Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.
 - B) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract/lease during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
35. Hidalgo County reserves the right to reject all bids if it is in the best interest of the Hidalgo County.
36. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is on going wit the County.
37. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
38. Bidder shall provide insurance for the building to be leased against fire, accidents or natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".
39. Certificates of Insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
40. The awarded bidder shall adhere to the following insurance requirements:

- a. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.
 - b. Applicable Coinsurance: 80%
41. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this contract/lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date or otherwise.
 42. Bids cannot be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time for ninety (90) days without approval by Commissioner's Court based on a written acceptable reason.
 43. Bid unit price on square foot- extended and show total. In case or errors in extension, the square foot price shall govern.

Term:

The initial term of the lease will be for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. Notwithstanding what is stated as the initial term or extension herein.

Hidalgo County Commissioner's Court must give the awarded bidder written notice of such renewal at least ninety (90) days prior to the termination of the initial lease term.

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, Wednesday, **June 27, 2007**, at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, **June 29, 2007**.

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
LEASE OF OFFICE SPACE-CITY OF EDINBURG
BID NO.: 07-249-07-11CGV

BID PAGE

BID PRICE PER SQUARE FOOT: \$ 1.84 (Includes Property Taxes)

TOTAL MONTHLY BID PRICE: \$ 9,634.24

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 5,236

PHYSICAL LOCATION OF PROPOSED BUILDING: ONE BLOCK WEST OF
HIDALGO COUNTY COURTHOUSE AT 111 SOUTH 9TH STREET,
EDINBURG, TEXAS

TERM:

The initial term of the lease will be for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms, under the same rates, terms and conditions. Notwithstanding what is stated as the initial term or extension herein.

PARTICIPATING BIDDER'S INFORMATION

BIDDER'S NAME: JOSE E. GARCIA

ADDRESS: 4401 NORTH McCOLL

CITY/STATE/ZIP CODE: McAllen, TEXAS 78504

PHONE NUMBER: 956-630-0081

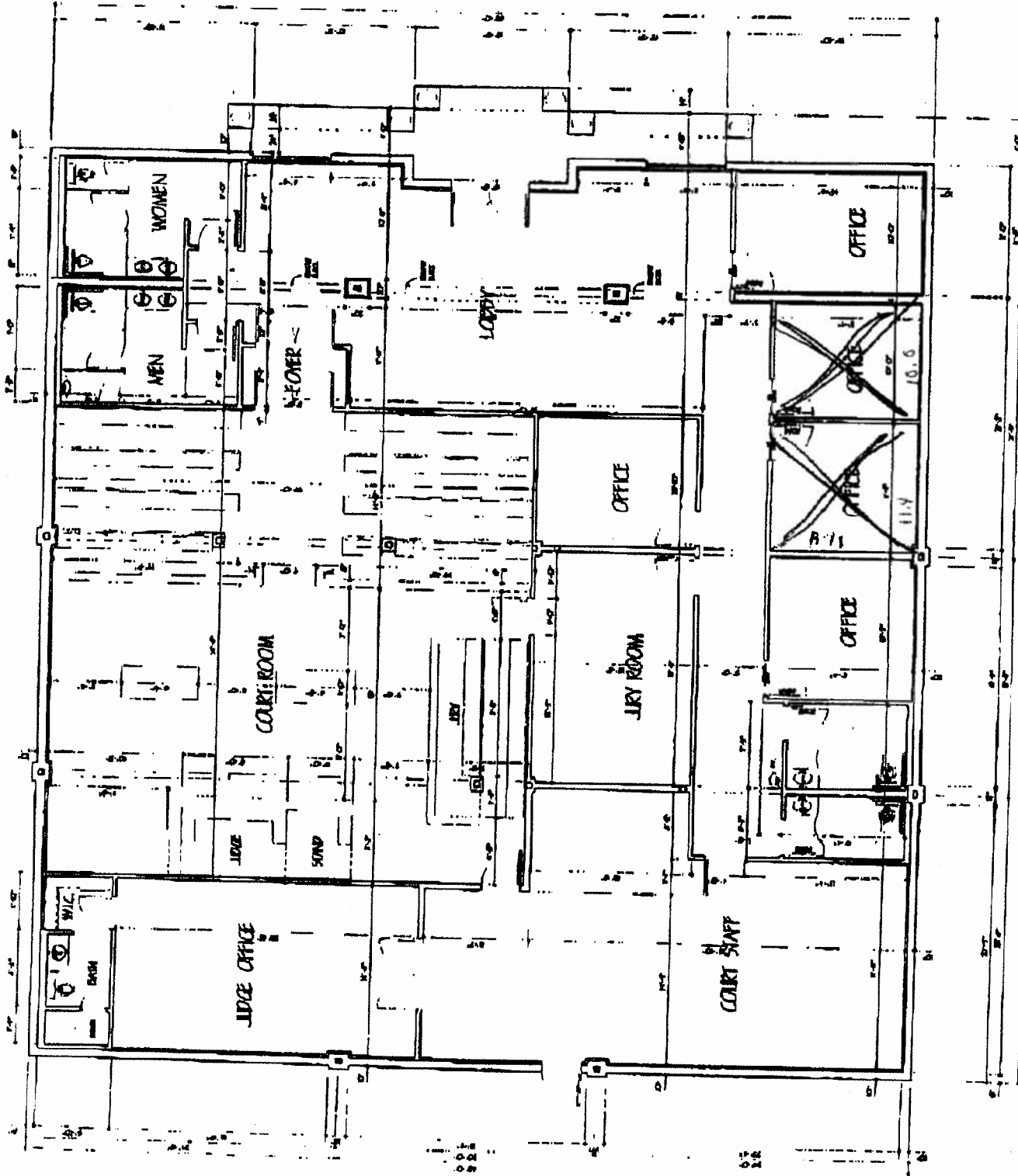
FAX No: 956-630-3631 CELLULAR No: 956-607-8002

AUTHORIZED SIGNATURE: Jose E. Garcia

PRINTED NAME: JOSE E. GARCIA

TITLE: OWNER

FLOOR PLAN
REV. 10



FLOOR PLAN

SURVEY OF PARKING LOT AND PROPERTY

**EXHIBIT “C”
INSURANCE**

GARCIA & VILLARREAL, L.L.P.

Attorneys at Law

José E. Garcia
Francisco R. Villarreal
Ted Rodriguez, Jr.
Chad W. Tolar

4311 N. McColl Rd.
McAllen, Texas 78504

Telephone: 956-630-0081
Facsimile: 956-630-3631

FACSIMILE TRANSMISSION COVER SHEET

To: Rocio Villanueva Fax Number: 318-2629
Re: Lease of Office Space City of Edinburg
From: Laura Fields File Number: _____

Message: _____
Please see attached.

Operator: Sender Date: 9/18/07

This transmission consists of 3 pages, including this page.

Original Will Follow Original Will Not Follow

IMPORTANT: This information contained in this facsimile is confidential. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this facsimile in error please immediately notify us by telephone, and return the original message to us at the addresses above via the U.S. Postal Service. In the event the enclosed document is received incomplete, please contact us immediately.

RECEIVED

SEP 18 2007

PURCHASING DEPT.
RC



PURCHASING DEPARTMENT County Of Hidalgo

September 18, 2007

Jose E. Garcia
4401 North McColl
McAllen, Texas 78504

Via Fax: (956) 630-3631

Dear Mr. Garcia :

Pursuant to Commissioners' Court action of, July 17, 2007 for "Lease of Office Space in the City of Edinburg," for the Hidalgo County has been awarded to your company, however, prior to proceeding with the execution of the contract, please provide the following:

- Original contract with signature of responsible party. Contract was mailed
- Proof of Insurance.
- Licenses and Certificates.
- Other: Certificate of Insurance is required to be in a Accord Form.
- County must be named as an additional insured (See Exhibit "C")

— Thank you in advance for your attention to this matter. If you should have any questions or require any information, please do not hesitate to call me. (956) 318-2626. Proof of Insurance can be faxed to (956) 318-2629; Attention: Rocio Villarreal.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

9-18-2007

Dear Rocio
Here is the certificate

Jama Fields

ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
09/12/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER PHONE (A/C. No, Ext): (956)686-8323

Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501

COMPANY
Travelers Insurance Co.

CODE: DKJ891 SUB CODE:

AGENCY CUSTOMER ID #: 00001634

INSURED
Joe E Garcia Law Office
4401 N. McColl Rd.
McAllen, TX 78504

LOAN NUMBER POLICY NUMBER
PACP3656W68607

EFFECTIVE DATE EXPIRATION DATE CONTINUED UNTL
02/10/2007 02/10/2008 TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1 Loc 00002 Bldg 00001 111 S. 9th Edinburg, TX 78539

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1 Building, RC, Special form	245,424	2500

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW _____ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS
Hidalgo County 130th 8 District Court
2802 S. Closner
Edinburg, TX 78539

MORTGAGEE ADDITIONAL INSURED
LOSS PAYEE
LOAN #

AUTHORIZED REPRESENTATIVE

B.R. Whisenant, Jr.



BUILDING PAC

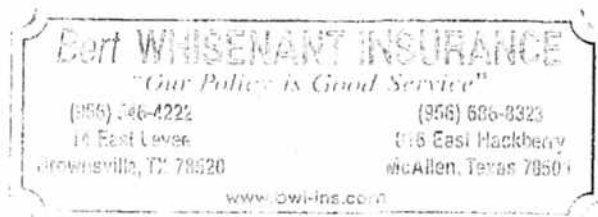
COMMERCIAL BUILDING LESSORS

A Custom Insurance Policy Prepared for:

JOE E. GARCIA, ATTYS. AT LAW
4301 N. MCCOLL RD.

MCALLEN

TX 78501



Presented by: WHISENANT\BERT\INSURANCE



COMMON POLICY DECLARATIONS

BUILDING PAC
BUSINESS:BLDG-OFFICE

POLICY NO.: IL-PACP-3656W686-TLC-07

ISSUE DATE: 01-30-07

INSURING COMPANY:

THE TRAVELERS LLOYDS INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

JOE E. GARCIA, ATTYS. AT LAW
4301 N. MCCOLL RD.

MCALLEN TX 78501

2. POLICY PERIOD: From 02-10-07 to 02-10-08 12:01 A.M. Standard Time at your mailing address.

3. DESCRIPTION OF PREMISES:

PREM. LOC. NO. BLDG. NO. OCCUPANCY ADDRESS
(same as Mailing Address unless specified otherwise)

SEE IL TO 20 02 05

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TLC

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	19,442.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

WHISENANT\BERT\INSURANCE RJ891
816 E HACKBERRY AVE
MCALLEN TX 78501-5739

Authorized Representative

IL TO 19 02 05 (Page 1 of 01)

DATE: _____

Office: HOUSTON DOWN



BUSINESSOWNERS COVERAGE PART DECLARATIONS

BUILDING PAC

POLICY NO.: IL-PACP-3656W686-TLC-07

ISSUE DATE: 01-30-07

INSURING COMPANY:

THE TRAVELERS LLOYDS INSURANCE COMPANY

POLICY PERIOD:

From 02-10-07 to 02-10-08 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: INDIVIDUAL

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 2,500 per occurrence.
 Building Glass: \$ 250 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: 72 Hours

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 01

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 1,753,031	RC*	N/A	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 02

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 245,424	RC*	N/A	0.0%
*Replacement Cost				

PREMISES LOCATION NO.: 03

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 216,423	RC*	N/A	0.0%
*Replacement Cost				

BUSINESS PERSONAL PROPERTY	\$ 108,211	RC*	N/A	0.0%
*Replacement Cost				

COVERAGES EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

PREMISES LOCATION NO.: 04

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 367,920	RC*	N/A	0.0%
*Replacement Cost				

BUSINESS PERSONAL PROPERTY	\$ 21,642	RC*	N/A	0.0%
*Replacement Cost				

COVERAGES EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

PREMISES LOCATION NO.: 05

BUILDING NO.: 01

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING	\$ 308,404	RC*	N/A	0.0%
*Replacement Cost				

BUSINESS PERSONAL PROPERTY	\$ 5,411	RC*	N/A	0.0%
*Replacement Cost				

COVERAGES EXTENSIONS:				
Accounts Receivable	\$ 25,000			
Valuable Papers	\$ 25,000			

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: IL-PACP-3656W686-TLC-07

EFFECTIVE DATE: 02-10-07

ISSUE DATE: 01-30-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 19 02 05 COMMON POLICY DEC
MP TO 01 02 05 BUSINESSOWNERS COVERAGE PART DECS
IL T8 01 01 01 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 40 08 04 COMMON POLICY CONDITIONS-TEXAS
IL TO 20 02 05 ADDITIONAL LOCATIONS

BUSINESSOWNERS

CP 12 18 06 95 LOSS PAYABLE PROVISIONS
MP T1 30 02 05 TBL OF CONT-BUSINESSOWNERS COV-DELUXE
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 05 02 05 AMENDATORY PROVISIONS-OFFICES
MP T1 75 03 06 WINDSTORM OR HAIL PERCENTAGE DED
MP T4 79 01 00 TX CHANGES
MP T3 23 05 02 FUNGUS ROT BACTERIA CHGS
MP T3 25 01 06 TERRORISM RISK INS ACT OF 2002 NOTICE
CP 02 02 02 96 TX CHANGES-CANCELLATION AND NONRENEWAL

COMMERCIAL GENERAL LIABILITY

CG TO 34 11 03 TABLE OF CONTENTS
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 37 11 03 EXCLUSION-REAL ESTATE DEV ACTIVITIES
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03 AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG F2 94 03 05 AMEND OF COV PERSONAL & ADVERT INJTEXAS
CG 21 70 11 02 CAP ON LOSSES CERTIFIED ACTS TERRORISM
CG D0 37 04 05 OTHER INSURANCE-ADDITIONAL INSUREDS
CG D2 03 12 97 AMEND-NON CUMULATION OF EACH OCC
CG F2 93 03 05 WEB EXTEND LIABILITY - TEXAS
TX M1 25 11 03 HIRED AUTO AND NON-OWNED AUTO LIAB- TX
CG D2 43 01 02 FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03 AMENDMENT OF COVERAGE
CG D3 26 01 04 EXCLUSION-UNSOLICITED COMMUNICATIONS
CG D3 56 01 05 MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
CG F2 68 05 05 TX CHANGES-EMPL RELATED PRACTICES EXCL
CG D2 42 01 02 EXCLUSION WAR
CG D3 37 02 05 PROFESSIONAL SERVICES EXCL-LEGAL SERVICE
CG T4 78 02 90 EXCLUSION-ASBESTOS
CG 01 03 06 06 TEXAS CHANGES
CG T3 33 12 88 LIMIT WHEN TWO OR MORE POLICIES APPLY

COMMON POLICY CONDITIONS – TEXAS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each re-



One Tower Square, Hartford, Connecticut 06183

ADDITIONAL LOCATIONS
BUILDING PAC

POLICY NO.: IL-PACP-3656W686-TLC-07
ISSUE DATE: 01-30-07

THIS SCHEDULE OF LOCATIONS AND BUILDINGS APPLIES
TO THE COMMON DECLARATIONS FOR THE PERIOD

02-10-07 to 02-10-08

PREMISES LOCATION NUMBER	BUILDING NUMBER	OCCUPANCY	ADDRESS
02	01	OFFICE	111 S 9TH EDINBURG TX 78539



**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, JOSE E. GARCIA, possess all of the **APPLICABLE**:

- 1. Licenses: NONE REQUIRED
- 2. Bonds: NONE REQUIRED
- 3. Certificates: NONE REQUIRED
- 4. Permits: NONE REQUIRED
- 5. Other: All Requirement have been met

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Jose E. Garcia
Authorized Signature

7-10-07
Date

PROPERTY OWNER
Company

4401 NORTH McCOLL ROAD
Address

McAllen, Texas, 78504
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

JOSE E. GARCIA

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

6 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) NONE

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No N/A

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?


Yes No N/A

D. Describe each affiliation or business relationship.

N/A

8 Describe any other affiliation or business relationship that might cause a conflict of interest.

WE have no conflict of interest and do not have any affiliation or business relationship with any government officer regarding this bid.

7 

Signature of person doing business with the governmental entity

7/10/07

Date

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated of cause or default.

Signature: Jose E. Garcia
Print Name: JOSE E. GARCIA
Title: OWNER
Telephone Number: 456-630-0081
Date: 7-10-07

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

AI-4595
Lease of Office Space
CC REGULAR

16.A.8.

Date: 07/17/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and acceptance of sole bid received for RFB- Lease of Office Space in the City of Edinburg (bid #07-249 for 430th District Court) with approval of contract/lease agreement (subject to legal review).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 07 **ACCT. #:** 7-1100-412-00-010-001-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 Available balance is \$48,431.40 as of 7/13/07.

Attachments

Link: [Lease Bid](#)
 Link: [Lease](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2007 01:04 PM	APRV
2	Budget & Management	Dina Trevino	07/12/2007 01:46 PM	APRV
3	Dale Kennan	Dale Kennan	07/13/2007 09:01 AM	APRV
4	Auditor's Office		07/13/2007 04:59 PM	NEW

Form Started By: Gricelda Villarreal Started On: 07/11/2007 11:29 AM
 Final Approval Date: 07/13/2007

MAXIMA BUSINESS CENTER

4401 North McColl Road
McAllen, Texas 78504
Telephone: (956) 630-0081
Facsimile: (956) 630-3631

October 11, 2007

PRIVILEGED AND CONFIDENTIAL

Hidalgo County Purchasing Department
Ms. Rocio Villarreal, Contracts Manager
2802 S. Business 281
Edinburg, Texas 78539

**Re: Lease No. C-07-249-07-07
Lease of Office Space – City of Edinburg**

Dear Ms. Villarreal:

Please find enclosed the original executed Lease regarding the above.

We thank you for your usual courtesies and professionalism, and remain

Sincerely,

MAXIMA BUSINESS CENTER

A handwritten signature in black ink, appearing to read "Jose E. Garcia". The signature is fluid and cursive, with a large initial "J" and "G".

Jose E. Garcia, Trustee

JEG:sb
Enclosure