



County of Hidalgo Pct. #4

Comisioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: FEBRUARY 10, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ, CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: "RENEWAL OF LEASE"
C-05-131-04-26

ON APRIL 26, 2010 CONTRACT C-05-131-04-26 WILL END. AT THIS TIME HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING TO RENEW AND EXTEND THE TERM OF THIS LEASE FOR AN ADDITIONAL ONE (1) YEAR PERIOD AS OUTLINED IN ARTICLE 1.2 OF THE CONTRACT FOR VICKY I. FLORES.

PLEASE PLACE ITEM ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING WILL BE FROM ACCOUNT #. 0-1100-432-00-124-001-0-421

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.


RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, February 10, 2010 1:55 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Item for Agenda (contract renewal letter)
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Good Afternoon

Please place on the next available CC.

Thanks Munoz

THE STATE OF TEXAS §
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COUNTY OF HIDALGO §

LEASE
C-05-131-04-26

THIS LEASE is made and entered into by and between **Vicky I. Flores** , a resident of Hidalgo County, Texas, 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. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE I. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on **April 26, 2005** ("Commencement Date") and ending on **April 26, 2010** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year 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 one (1) year 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 one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. 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 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

1.3 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 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

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a 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.