

AI-23218

11.H.

**Lease Agreement Renewal-Hidalgo County Community Supervision And  
Corrections Department**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Vangie Garcia, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to utilize the option to renew the term of Lease Agreement with the Hidalgo County Community Supervision and Corrections Department for an additional ten (10) years with the new negotiated rate of \$6,000.00/month and retaining same terms and conditions pursuant to Article III (subject to the availability of funds provided by the State Of Texas) for the duration of the lease term of ten (10) years.

BACKGROUND

Lessee shall use the Lease Premises for community supervision, administrative, and residential offices.

Fiscal Impact

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:

This does not have a fiscal impact. Hidalgo County Community Supervision And Corrections Department pays Hidalgo County rental fee per month.

Attachments

Link: [Contract Documentation](#)  
 Link: [Confirmation Correspondence](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/27/2010 11:41 AM	CREATED
1	Purchasing Department	Marty Salazar	09/30/2010 12:00 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 02:27 PM	APRV
4	Auditor's Office			NEW
Form Started By: Vangie Garcia		Started On: 09/27/2010 11:41 AM		

RC

**INTERLOCAL AGREEMENT**

2005-350-10-09

This Interlocal Agreement is made and entered into this 09th day of October, 2000, at Hidalgo County, Texas, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter called "Lessor", and the **HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT**, a specialized local entity under Chapter 140 of the Texas Local Government Code authorized by the laws of the State of Texas, hereinafter called "Lessee".

**INTERLOCAL LEASE AGREEMENT**

**WHEREAS**, County of Hidalgo (hereinafter "Lessor") is a validly organized and constituted governmental entity properly established in accordance with Article IX, Texas Constitution;

**WHEREAS**, the Hidalgo County Community Supervision and Corrections Department (hereinafter "Lessee") is properly established in accordance with Chapter 76, Government Code;

**WHEREAS**, Chapter 292, Local Government Code, authorizes county commissioners to purchase, construct, reconstruct, improve, or equip or provide by other means a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, justice of the peace courts, county records or equipment (including voting machines), or county jail facilities, or for the conducting of other public business, and thereafter Lease the building or rooms;

**WHEREAS**, Chapter 140 Local Government Code, permits a community supervision and corrections department, as a "specialized local entity," to enter into contractual arrangements, including Leases;

~~**WHEREAS**, this Lease Agreement (hereinafter "Lease") is made and entered into by and between the Lessor and the Lessee.~~

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003/013

## I LEASED PREMISES

1.1. Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by the Lessee, does hereby lease and demise to the Lessee the real property (hereinafter the "Leased Premises") described as: (See attachment #1)

1.2. Lessor agrees to Lease said property to the Lessee together with all the improvements, rights, and privileges belonging thereto, and covenants the Lessee shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of the Lease.

1.3. Lessee accepts the leased Premises and acknowledges that its possession constitutes a conclusive admission that it has inspected the Leased Premises and found them in good condition and repair and in all respects in the configuration required by the lessee.

## II TERM

2.1. The term of this Lease is for a period of Ten (10) years, which shall begin on the date possession is granted to the Lessee by Lessor.

2.2. Lessor hereby grants to Lessee an option to renew this Lease upon the same terms and conditions for an additional Ten (10) years, except that the rent paid under Article III shall be renegotiated.

2.3. Notwithstanding anything to the contrary, it is agreed that this Lease may be terminated by the Lessee at the Lessee's option if funding from the State of Texas is not appropriated or made available by the Legislature of the State of Texas that may be used for rental payments.

2.4. Notwithstanding anything to the contrary, it is agreed that Lessor may terminate this Lease without cause on thirty (30) days written notice.

## III RENT

3.1. In consideration for the use and occupancy of, and as rent for the Leased Premises, Lessee promises and agrees to timely pay Lessor a Monthly rent payment of \$5,000.00 for the first three (3) years of the Lease and a monthly rent payment of \$6,000.00 for the remaining seven (7) years of the Lease. All payments of rent shall be subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

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HIDALGO COUNTY CSCD

004/013

3.2. Rental payments shall be due and owing by the Lessee Hidalgo County Community Supervision and Corrections Department.

3.3. All rental payments shall be sent to: County of Hidalgo

**IV  
USE OF LEASED PREMISES**

4.1. Lessee shall use the Leased Premises for community supervision, administrative, and Residential offices.

**V  
SERVICE, MAINTENANCE AND UTILITIES**

5.1. Lessor agrees to maintain all exterior walls, heating, fire protection, and air conditioning systems, and all other mechanical systems of the building. Lessor also agrees to maintain water lines within the building. Lessor shall be responsible for any water damage to walls and ceilings caused by plumbing, condensation, or other structural problems.

5.2. Lessee shall be responsible for janitorial, maintenance service and light bulb replacement.

5.3. Lessee shall be responsible for interior walls and ceilings to include painting and furnishing replacement wall paper.

5.4. Lessee shall be responsible for pest control.

5.5. Lessee shall be responsible for landscaping.

5.6. Lessee shall be responsible for the installation and maintenance of wiring for telephone, internal security, and surveillance systems.

5.7. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees.

10/06/2005 11:34 FAX 9568614700

HIDALGO COUNTY CSCD

005/013

## VI INSURANCE

6.1. Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance issued by and binding upon the insurance company, insuring the building and Leased Premises against all risk of direct physical loss in an amount equal to no less than eighty percent (80%) of the full replacement cost of the building, as of the date of the loss.

6.2. Lessee shall be responsible for maintaining insurance for any improvements it makes to the Leased Premises or for personal property of lessee placed on the Lease Premises.

## VII WASTE AND NUISANCE

7.1. Lessee shall maintain the Leased Premises free from waste or nuisance and shall deliver the Leased Premises in good repair and sound condition at the termination of the Lease, ordinary wear and tear and damages by fire, tornado, or other casualty excepted. Lessee shall repair any damage to the Leased Premises not attributable to fair wear and tear or natural causes. In the event Lessee shall breach this Lease, Lessor shall have the right, but not the obligation to cause such repair or corrections to be made, and any reasonable costs therefore shall be payable by the Lessee to the Lessor, subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

## VIII ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of the Lessor. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor at the termination of this Lease.

8.2. Lessee shall have the right at all times to erect and install furniture and fixtures provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove, at the termination of the Lease, such items so installed. Lessee shall repair any damage caused by such removal.

**IX  
DAMAGE OR DESTRUCTION**

9.1. If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be damaged so that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of the occurrence.

9.2. If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease will not terminate, but the Lessor shall at its sole cost and risk proceed forthwith to rebuild or repair the Leased Premises or to substantially restore the Leased Premises to the condition in which they existed prior to such damage. If the casualty occurs during the final three (3) months of the Lease term, the 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 shall be adjusted equitably. In the event that Lessor shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such item to the Lessor, whereupon all rights and obligations hereunder shall cease.

**X  
LIABILITY INSURANCE**

Lessee shall maintain in full force and effect during its occupancy liability policy containing a liability limit of no less than \$300,000 \$100,000 per individual, and \$100,000 for property damage.

*Per Raul M...  
3-18-02  
Ins. provided by  
Risk mgmt.  
of*

**XI  
DEFAULT AND REMEDIES**

11.1. If any of the following conditions occur, the Lessor may, at the Lessee notice that the Lessor has elected to end the term of the 1 expiration of thirty (30) days from the date of service of such notice expiration of said thirty (30) days, this Lease shall, at the option of the were the day originally fixed herein for the expiration of the term of

*Charlie Montgomery  
will fix  
copy.*

the agents of representatives of the Lessor, shall have the right, with demand, to re-enter and take possession of the Leased Premises with or without process of law, and remove all persons and their property from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenants.

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

007/013

- A. The Lessee has defaulted in the payment of any installment of rent, or other sums of money herein stipulated to be paid by Lessee, and if such default continued for a period of thirty (30) days after notice of such default and request for compliance has been given the Lessee by Lessee by the Lessor, or
- B. The Lessee has failed to perform any covenant imposed upon Lessee hereunder, which does not involve the payment of liquidated sums of money and if such default has continued for a period of sixty (60) days after notice of said default has been given to Lessee.

Provided, however, that Lessor may not so cancel to terminate this Lease if any such default cannot reasonably be corrected within a sixty (60) day period for so long as Lessee proceeds in good faith and with due diligence to remedy and correct such default.

11.2. Notwithstanding the foregoing, Lessor will also have all other remedies provided by law or in equity for default by Lessee.

## XII MORTGAGES

12.1. Lessee accepts this Lease subject to any deeds of trust, security interests, or mortgages which might now or hereafter constitute a lien upon the building or improvements therein or on the Leased Premises and subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property. Lessee shall at any time hereafter, on demand, execute any instruments releases, or other documents that may be required by any mortgagee for the purpose of subjecting or subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage.

## XIII NOTICES AND ADDRESSES

13.1. All notices provided to be given under this Lease shall be made in writing addressed to the proper party at the following address:

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**LESSOR:**

Jose Eloy Pulido  
Hidalgo County Judge  
P.O. Box 1356  
Edinburg, Texas 78540

**LESSEE:**

Joe Lopez, Executive Director  
Hidalgo County CSCD  
P.O. Box 970  
Edinburg, Texas 78540

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

008/013

**XIV  
LEGAL CONSTRUCTION**

14.1. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions thereof and this Lease shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**XV  
AMENDMENT**

15.1. No amendment, modification, or alternation of the terms hereof shall be binding unless it is in writing, dated subsequent to the date thereof, and duly executed by the parties.

**IN WITNESS THEREOF**, the parties hereto have caused this Lease to be executed as of the last date indicated below.

Executed in Hidalgo County, Texas by:

Lessor: County of Hidalgo

By: Jose E. Pulido  
Jose Eloy Pulido

Title: County Judge

Date: 10/9/00

Lessee: Hidalgo County CSCD

By: Joe Lopez  
Joe Lopez

Title: CSCD Executive Director

Date: 10-9-00

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

009/013

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VOL 3126 PAGE 189

14

WARRANTY DEED

ATTACHMENT #1

Date: August 23, 1991

Grantor: Dwayne Bair, SSN 463-56-2903 and wife, Shirley Bair, SSN 464-50-0390  
Grantor's Mailing Address (including county): Rt. 5, Box 895  
Edinburg, Hidalgo County, Texas 78539

Grantor: Jo Ann Bair, SSN 458-52-3039, Individually and as Executrix/Trustee, with express power of sale,  
under the will of Howard Bair, Deceased  
Grantor's Mailing Address (including County): Rt. 5, Box 906  
Edinburg, Hidalgo County, Texas 78539

Grantee: County of Hidalgo  
Grantee's Mailing Address (including county): P.O. Box 1356  
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration

Property (including any improvements): See Exhibit "A", attached and here incorporated by reference

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, rules, regulations, rights-of-way, liens, and rights in favor of Hidalgo County Irrigation District No. 1.
2. Easements, restrictions, dedications, and setback lines shown on the subdivision map recorded in Volume 3, Page 16, Map Records of Hidalgo County, Texas.
3. Roadway right-of-way easement in favor of Hidalgo County, Texas, shown in instrument recorded in Volume 935, Page 280, Deed Records of Hidalgo County, Texas.
4. Highway easement in favor of Hidalgo County shown by instrument dated January 14, 1977, recorded in Volume 1513, Page 707, Deed Records of Hidalgo County, Texas.
5. Reservation or conveyance of all oil, gas and other minerals in and under the described land by predecessors in title, as set forth in the following deeds recorded in Deed Records of Hidalgo County, Texas: Deed of May 9, 1972, recorded in Volume 1322, Page 17; deed of January 4, 1977, recorded in Volume 1512, Page 898.
6. Zoning ordinances of the City of Edinburg, Texas.
7. Taxes for 1991 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When context requires, singular nouns and pronouns include the plurals.

*Dwayne Bair*  
Dwayne Bair, Grantor

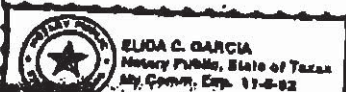
*Shirley Bair*  
Shirley Bair, Grantor

*Jo Ann Bair*  
Jo Ann Bair, Individually and as Executrix/Trustee,  
with express power of sale, under the will of Howard Bair,  
deceased.

(Acknowledgement)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 20<sup>th</sup> day of August, 1991, by Dwayne Bair and Shirley Bair.



*Elida C. Garcia*  
Notary Public, State of Texas  
Notary's name (printed):

10/06/2005 11:35 FAX 8566614700

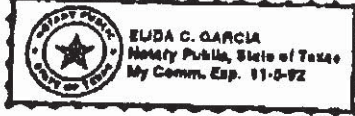
HIDALGO COUNTY CSCD

010/013

VOL 3126 PAGE 190

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30<sup>th</sup> day of August, 1991, Jo Ann Bair, individually and as Executrix/Trustee with express power of sale, under will of Howard Bair, deceased.



*Eulda C. Garcia*  
Notary Public, State of Texas  
Notary's name (printed):

After Recording Return To:  
Stewart & Mann, P.C.  
P.O. Box 330  
Edinburg, Texas 78540

VALLEY LAND TITLE CO.

641837

10/06/2005 11:35 FAX 9586814700

HIDALGO COUNTY CSCD

011/013

VOL 3126 PAGE 191

EXHIBIT "A"TRACT 1:

A tract of land out of Lots 13 and 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a set 60 penny nail on point of intersection of the South right of way line of an 80 foot Southern Pacific Railroad right of way and the centerline of "M" Road being the West line of said Lot 13, Section 245 for the Northwest corner of the herein described tract. Said point bears North 09 degrees, 34 minutes, 00 seconds East, 40.00 feet from a found 1/2 inch iron pin being the Northwest corner of said Lot 13, Section 245;

**THENCE**, South 80 degrees, 26 minutes, 00 seconds East, along said South right of way line of 80 foot Southern Pacific Railroad right of way being parallel to the North line of said Lot 13, Section 245 pass at 20.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road, pass at 1320.00 feet a set 1/2 inch iron rod being the common line of said Lots 13 and 14, Section 245, pass at 2620.00 feet a set 1/2 inch iron rod on the West right of way line of Doolittle Road and continuing for a total distance of 2640.00 feet to a 60 penny nail line on the centerline of Doolittle Road being the East line of said Lot 14, Section 245 for the Northeast corner of the herein described tract;

**THENCE**, South 09 degrees, 34 minutes, 00 seconds West, 1003.74 feet along said East line of Lot 14, Section 245, being the centerline of said Doolittle Road to a set 60 penny nail for the Southeast corner of the herein described tract;

**THENCE**, North 80 degrees, 29 minutes, 54 seconds West, parallel to the South line of said Lots 13 and 14, Section 245, pass at 20.00 feet a set 1/2 inch iron rod being the West right of way line of said Doolittle Road, pass at 2620.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road and continuing for a total distance of 2640.00 feet to a 60 penny nail on the centerline of said "M" Road also being the West line of said Lot 13, Section 245 for the Southwest corner of the herein described tract;

**THENCE**, North 09 degrees, 34 minutes, 00 seconds East, along the West line of said Lot 13, Section 245, also being the center line of said "M" Road 1006.74 feet to the POINT OF BEGINNING;

**SAVE AND EXCEPT:**

A tract of land out of the Northeast corner of Lot 14, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at the Northeast corner of said Lot 14;

**THENCE**, North the East line of said Lot 14, a distance of 40 feet to the point of beginning;

**THENCE**, South the East line of said Lot 14, a distance of 145.2 feet to a point

10/06/2005 11:35 FAX 9586614700

HIDALGO COUNTY CSCD

012/013

VOL 012 (PAGE 1) JC

~~XXXXXXXXXXXXXXXXXXXX~~~~XXXXXXXXXXXXXXXXXXXX~~

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

**TRACT 2:**

A tract of land out of Lot 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 18, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of said Lot 14;

THENCE, along the East line of said Lot 14, a distance of 40 feet to the point of beginning;

THENCE, continuing along the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Southeast corner hereof;

THENCE, West parallel with the North boundary line of said Lot 14, a distance of 300 feet to a point for the Southwest corner hereof;

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

RETURN TO

STEWART & MANN, P.C.  
P. O. Box 330

10/06/2005 11:35 FAX 9586614700

HIDALGO COUNTY CSCD

013/013

VOL 3126 PAGE 193

MEMBER RECORD

NOV 03 PM 4 15

LY LEO  
CLERK  
TEXAS

226501

## Evangelina Garcia

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**From:** Rodolfo Perez [rodolfo.perez@hidalgocountycscd.org]  
**Sent:** Wednesday, September 29, 2010 10:35 AM  
**To:** Evangelina Garcia  
**Cc:** Arnold K. Patrick  
**Subject:** RE: Lease Agreement

\*\*\*\*\*

This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.

\*\*\*\*\*

Good Morning,

Confirming that Mr. Patrick has given his approval on behalf of the Hidalgo County Community Supervision & Corrections Department as to the six thousand dollars (\$6,000.00) per month for the following ten (10) years, commencing October 2010.

If you have any questions, do not hesitate to contact me.

Rodolfo Perez  
Assistant Director  
Hidalgo County CSCD

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**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Wednesday, September 29, 2010 10:01 AM  
**To:** Rodolfo Perez  
**Cc:** Diana Solis  
**Subject:** FW: Lease Agreement

\*\*\*\*\*

This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.

\*\*\*\*\*

Good Morning Mr. Perez,  
I'm sending this email again because the first time it did not go through, sorry I apologize for that.

Thank you

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**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Tuesday, September 28, 2010 5:33 PM  
**To:** 'rodolfo.perez@co.hidalgocountycscd.org'; 'arnold.patrick@hidalgococscd.com'  
**Cc:** 'Martha Salazar'; 'Darlene Betancourt'; 'Diana Solis'; 'Sergio Cruz'  
**Subject:** Lease Agreement

Mr. Perez,

As per our conversation regarding the renegotiated fees for the lease agreement in place with Hidalgo County (see attached agreement), Mr. Patrick has given his approval on behalf of the Community Supervision And Correctional Department, aka, Adult Probation, on the six thousand (\$6,000.00) per month for the duration of the renewal term of another ten (10) years.