



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Diana Serna, Director  
 Hidalgo County Urban County Program

Attn Maria Flores

From: Sandra Suarez, Buyer II  
 Hidalgo County Purchasing Department

Date: May 31, 2012

Re: Approval or Disapproval of Specifications for: RFB NO.: -2012-143-00-00-SGS Hidalgo County Urban County-"Lease Office Space to House Hidalgo County Urban County Program"


Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.  
 If you have any questions, please call me at (956) 318-2626 ext# 4860.

|                             |                                     |            |
|-----------------------------|-------------------------------------|------------|
| APPROVE                     | <input checked="" type="checkbox"/> | DISAPPROVE |
| APPROVED WITH MODIFICATIONS |                                     |            |

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) Urban County Program - U. S. Dept of Housing and Urban Development

BUDGET ACCOUNT #: 5011-99-2101-6443-~~P~~9900

|   |                |                      |         |
|---|----------------|----------------------|---------|
|  | Diana R. Serna | Urban County Program | 6/25/12 |
| AUTHORIZED SIGNATURE  | PRINTED NAME   | DEPARTMENT           | DATE    |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than June 13, 2012 @ 10:00 A.M.**

Enclosures

**REVISED EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease Office Space to House Hidalgo County***  
***Urban County Program"***

RFB No.: 2012-143-00-00-SGS

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**SCOPE OF SERVICES:** Building should be in good working condition to provide as follows:

**SPECIFICATIONS:**

1. The proposed office building shall consist of a minimum of **8,000** to maximum of **10,000** square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**
2. Bidder shall charge by the square foot.
3. The proposed bid premises shall be in compliance with all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities provided by the landlord. Parking Facility must have a designated parking area, to accommodate Urban County Program employees and visiting cliental. A minimum of **40** allotted, paved parking spaces will be required with a minimum of two (2) designated Handicap parking spaces. Parking Facility must be preferably 35 linear feet, from the entrance of the proposed bid premises, but not to exceed 50 linear feet.
4. 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 of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.
5. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.
6. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.
7. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.
8. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

**EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease Office Space to House Hidalgo County***  
***Urban County Program"***

RFB No.: 2012-143-00-00-SGS

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9. Building shall be free from rodents and insects prior to occupancy by the Urban County Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract
10. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.
11. If any renovations to the building that 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 shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.
12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.
13. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
2. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

**EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease Office Space to House Hidalgo County***  
***Urban County Program"***

RFB No.: 2012-143-00-00-SGS

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3. 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 shall be used by Lessor's for repair and restoration purpose.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder
5. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.
6. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

**TERMS & CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.
3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**EXHIBIT "A"**  
**Hidalgo County Urban County**  
***"Lease Office Space to House Hidalgo County***  
***Urban County Program"***

RFB No.: 2012-143-00-00-SGS

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5. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.
6. Any contract award to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.
7. **Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of your facility.**
8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, Month 00, 2012 by 5:00 P.M.**

## Sandy Suarez

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**From:** Diana Serna [diana.serna@ucp.co.hidalgo.tx.us]  
**Sent:** Wednesday, June 27, 2012 12:13 PM  
**To:** 'Sandy Suarez'  
**Subject:** RE: RFB NO.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program" Parking area

It's good.

**From:** Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]  
**Sent:** Tuesday, June 26, 2012 2:26 PM  
**To:** 'Diana Serna'  
**Cc:** 'Maria Flores'  
**Subject:** RFB NO.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program" Parking area  
**Importance:** High

Good Afternoon Ms. Serna,

I have attached the revised Exhibit A ( page 1-paragraph 3) for your review. This is in regards to the parking area. Please let me know if you are in agreement with it or not.

*Thank you,*  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 South Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 292-7000 ext. 4860  
(956) 318-2629 fax  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

## Sandy Suarez

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**From:** Sandy Suarez [sandy.suarez@co.hidalgo.tx.us]  
**Sent:** Monday, June 25, 2012 5:05 PM  
**To:** 'Diana Serna'  
**Subject:** RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Oh, I see. Let me try to implement some language requesting private parking area consisting of at least 40 spaces into the specifications, and hopefully allow us to use this as a requirement for the Leased Office space.

Thank you,  
Sandy

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**From:** Diana Serna [mailto:diana.serna@ucp.co.hidalgo.tx.us]  
**Sent:** Monday, June 25, 2012 4:46 PM  
**To:** 'Sandy Suarez'  
**Subject:** RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Not really. The current place that we have now consist of a few different businesses. The parking lot is communal and probably has about 80 spaces. I just want to be sure that if we end up somewhere like here, that at least 40 spaces are allocated to the Urban County Program.

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**From:** Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]  
**Sent:** Monday, June 25, 2012 4:26 PM  
**To:** 'Diana Serna'  
**Subject:** RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Ms. Serna,

If I'm understanding correctly, you would like the parking spaces to be divided, with some specified for "Employees only parking" and the rest for the clients., plus of course the two (2) Handicapped, Is that correct? If so, how many spaces would you like to have for the employees?

Thank you,  
Sandy Suarez

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**From:** Diana Serna [mailto:diana.serna@ucp.co.hidalgo.tx.us]  
**Sent:** Monday, June 25, 2012 4:02 PM  
**To:** 'Sandy Suarez'  
**Subject:** RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Sandy, the Account No. for Lease Payment is 5011-99-2101-6443-9900 and we have \$ 86,700 per year.

Additionally, in review of the revised specs, I'd like for the 40 spaces in the parking lot to be available for the UCP staff and clients and not just consist of 40 spaces to be shared.

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**From:** Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]  
**Sent:** Monday, June 25, 2012 2:40 PM  
**To:** 'Diana Serna'  
**Cc:** 'Maria Flores'  
**Subject:** RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"  
**Importance:** High

Good Afternoon Ms. Serna,

I received the Memorandum of Approval of Specifications for the above referenced project. I greatly appreciate it. The modifications were done as requested and I also added some language and a few other terms and conditions for your review (in red font) . Nothing needs to be returned to me, unless you have concerns with the additions. This is just so you can be aware of what I added.

Can you please let me know the amount of funds available from your budget account number that is to be utilized for this project? (5011-99-2101-6443-P9900) I will need this for the fiscal impact of my agenda item, once I'm ready to request the approval & authorization to advertise, from Comm. Court.  
Any questions or concerns, please let me know.

*Thank you,*  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 South Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 292-7000 ext. 4860  
(956) 318-2629 fax  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"LEASE OF OFFICE SPACE FOR URBAN COUNTY PROGRAM"**  
**BID NO.: 2012-121-00-00-SGS**

**S P E C I F I C A T I O N S**

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**SCOPE OF SERVICES:** Building should be in good working condition to provide as follows:

**SPECIFICATIONS:**

1. The proposed office building shall consist of a minimum of 7,500 to maximum of 8,500 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**
2. Bidder shall charge by the square foot.
3. The proposed bid premises shall meet all ADA accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord. **(Minimum parking spaces: 35 - 40)**
4. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.
5. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.
6. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.
7. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.
8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.
9. If any renovations to the building that 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 shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.
11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

**REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.
3. 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 shall be used by Lessor's for repair and restoration purpose.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

**TERMS & CONDITIONS:**

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.
3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Any contract award to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products, and/or performance of services ordered, or
  - (c) Terminated by County with a (30) thirty day's written notice prior to cancellation/termination.
6. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
7. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, Month 00, 2012 by 5:00 P.M.**

**\*PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID\***

**EXHIBIT "B"**  
**HIDALGO COUNTY URBAN COUNTY**  
*"Lease Office Space to House Hidalgo County Urban County Program"*  
RFB NO.: 2012-143-00-00-SGS

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**BID PAGE**

Monthly charge for "Lease Office Space to House Hidalgo County Urban County Program" as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

**NIGP COMMODITY CODE: 971-45**

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Price at \$ \_\_\_\_\_ per square foot.

Total Square Feet of Proposed Building: \_\_\_\_\_

TOTAL MONTHLY BID PRICE: \$ \_\_\_\_\_

Proposed Location (address): \_\_\_\_\_  
\_\_\_\_\_

Property ID# and/or Geographic ID#: \_\_\_\_\_

Legal Description of property: \_\_\_\_\_  
\_\_\_\_\_

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BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE No: \_\_\_\_\_ FAX No. \_\_\_\_\_

CELL PHONE No: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

# EXHIBIT "C"

## Insurance Requirements

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The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in plaor to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, 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. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

**ACORD**

**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED

INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                 | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY)  | LIMITS   |
|--|---|---------------|----------------------------------|------------------------------------|--|
| A  | <b>GENERAL LIABILITY</b>  |               |                                  |                                    | EACH OCCURRENCE \$                                   |
|  | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |               |                                  |                                    | FIRE DAMAGE (Any one fire) \$                        |
|  | <input type="checkbox"/> CLAIMS MADE OCCUR  |               |                                  |                                    | MEDICAL (Any one person) \$                          |
|  | <input type="checkbox"/> OWNER'S & CONT. PROT   |               |                                  |                                    | PERSONAL & ADV INJURY \$                             |
|  | <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY   |               |                                  |                                    | GENERAL AGGREGATE \$                                 |
|  | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC |               |                                  |                                    | PRODUCTS - COMP/OP AGG \$                            |
| B  | <b>AUTOMOBILE LIABILITY</b>   |               |                                  |                                    | COMBINED SINGLE LIMIT (Ea accident) \$               |
|  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                    | BODILY INJURY (Per person) \$                        |
|  | <input type="checkbox"/> ALL OWNED AUTOS  |               |                                  |                                    | BODILY INJURY (Per accident) \$                      |
|  | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                    | PROPERTY DAMAGE (Per accident) \$                    |
|  | <input type="checkbox"/> HIRED AUTOS  |               |                                  |                                    | AUTO ONLY-EA ACCIDENT \$                             |
| <input type="checkbox"/> NON-OWNED AUTOS |   |               |                                  | OTHER THAN AUTO ONLY EA ACC AGG \$ |  |
| C  | <b>GARAGE LIABILITY</b>   |               |                                  |                                    | EACH OCCURRENCE \$                                   |
|  | <input type="checkbox"/> ANY AUTO   |               |                                  |                                    | AGGREGATE \$   |
|  | <b>EXCESS LIABILITY</b>   |               |                                  |                                    | \$   |
|  | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                     |               |                                  |                                    | \$   |
| D  | <b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>  |               |                                  |                                    | WC STATU- <input type="checkbox"/> OTHER TORY LIMITS |
|  | <input type="checkbox"/> DEDUCTIBLE   |               |                                  |                                    | E. L. EACH ACCIDENT \$                               |
|  | <input type="checkbox"/> RETENTION \$   |               |                                  |                                    | E. L. DISEASE-EA EMPLOYEE \$                         |
|  |   |               |                                  |                                    | E. L. DISEASE-POLICY LIMIT \$                        |
|  |   |               |                                  |                                    |  |
|  | <b>OTHER</b>  |               |                                  |                                    |  |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

**Hidalgo County**  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship with local governmental entity.

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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes  No

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

Yes  No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Leticia Saenz

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, July 05, 2012 3:10 PM  
**To:** leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'  
**Subject:** FW: Lease Agreement C-12-143-00-00

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Thursday, July 05, 2012 2:40 PM  
**To:** 'Martha Salazar'  
**Subject:** RE: Lease Agreement C-12-143-00-00

The lease template is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, July 05, 2012 1:52 PM  
**To:** 'Steve Crain'  
**Cc:** leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'  
**Subject:** FW: Lease Agreement C-12-143-00-00  
**Importance:** High

Mr. Crain:  
Revisions made. Please review and comment as to form.  
Marty

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Thursday, July 05, 2012 1:40 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Darlene Betancourt'; 'Sandy Suarez'  
**Subject:** FW: Lease Agreement C-12-143-00-00

Ms. Marty-

Please forward to Mr. Crain for review and approval. Revisions have been made.

Please advise.

Thanks.

Letty

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Thursday, July 05, 2012 12:06 PM  
**To:** leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'  
**Subject:** FW: Lease Agreement C-12-143-00-00

---

**From:** Stephen L. Crain [mailto:scrain@atlashall.com]  
**Sent:** Thursday, July 05, 2012 11:50 AM

**To:** 'Martha Salazar'  
**Subject:** Lease Agreement C-12-143-00-00

Please see revisions.

Stephen L. Crain  
**ATLAS, HALL & RODRIGUEZ, LLP**  
818 Pecan Blvd. (78501)  
P. O. Box 3725  
McAllen, Texas 78502  
Direct Dial Number (956) 632-8221  
Main Number (956) 682-5501  
Fax Number (956) 686-6109  
E-mail Address [scrain@atlashall.com](mailto:scrain@atlashall.com)



Atlas Hall  
Rodriguez

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**LEASE AGREEMENT**  
**C-12-143-00-00**

**THIS LEASE** is made and entered into by and between \_\_\_\_\_,  
referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this  
“Lease” as “Lessee”, in accordance with the Request for Bids (RFB) Procurement Packet,  
attached hereto as Exhibit “A”.

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 "B", the “Premises”, attached hereto  
and Lessor and Lessee agree the “Premises” consist of ( \_\_\_\_\_ ) square feet.

**ARTICLE I. TERM**

**Term of Lease**

I.1    Except as otherwise herein provided, the term of this Lease shall be for **three (3)**  
**years** commencing on \_\_\_\_\_, **2013** (as hereinafter defined) and ending  
on \_\_\_\_\_, **2015** (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. 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 one (1) year term**, 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 thirty (30) 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**

1.3 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 without cause upon giving the Lessor thirty (30) 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**

1.5 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 (\$ \_\_\_\_\_) 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 (1<sup>st</sup>) 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 (address, city, state & zip) 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**

**2.3** 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 will result 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**

**4.1** 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 Repairs**

**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 makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted 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**

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**

**9.4** 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**

12.3 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**

12.4 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lessee:**

County of Hidalgo  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

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.

### **Commitment of Current Revenues Only**

**14.13** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of \_\_\_\_\_, 2012.

LESSOR:

By: \_\_\_\_\_

LESSEE:  
HIDALGO COUNTY

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

*Approved by Commissioners' Court on \_\_\_\_\_, 2012.*

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB) PROCUREMENT PACKET**

DRAFT

**EXHIBIT "B"**  
**PROPERTY/LEGAL DESCRIPTION**

DRAFT

**EXHIBIT "C"**  
**LESSOR'S BID PRICE**

DRAFT

**EXHIBIT “D”  
INSURANCE CERTIFICATE**

DRAFT