



PURCHASING DEPARTMENT  
County Of Hidalgo

September 19, 2012

Antonio Esparza, M.D. Rentals  
900 W. Sam Houston, Ste. 1  
Pharr, Texas 78577

**CERTIFIED MAIL**  
**7099 3220 0002 9744 8178**  
Via Facsimile (956) 783-9679

Re: E-11-279-10-04-Lease of Office Space in Las Milpas for the WIC Clinic

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) Day Grace Period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 25, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on September 21, 2012, via facsimile to (956) 956-318-2629 or email to : [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

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

Date: \_\_\_\_\_

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager  
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT  
County Of Hidalgo

September 27, 2011

Antonio Esparza, MD, Rentals  
Antonio Esparza, D, President-Owner  
900 W. Sam Houston, Ste. 1  
Pharr, Texas 78577

**CERTIFIED MAIL**  
**7099 3220 0002 9745 6470**  
**Via-Facsimile (956) 783-9679**

Re: Extension of Agreement No. C-08-199-09-30-Lease of Office Space in Las Milpas-WIC Clinic

Dear Dr. Esparza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 4, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, September 29, 2011, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

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

Date: \_\_\_\_\_

9-30-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager  
Hidalgo County Purchasing Department

NAMED INSURED AND MAILING ADDRESS  
**ANTONIO ESPARZA, M.D. P.A.**  
**BABIES & CHILDREN'S CLINIC**  
**ALAMO CHILDRENS CLINIC**  
**900 W SAM HOUSTON ST STE 1**  
**PHARR, TX 78577**

**RENEWAL DECLARATIONS**

**POLICY NUMBER 02-BP-490318-6**  
**RENEWAL OF 02-BP-490318-5 07-06**

**JUN 27 2011**

**POLICY PERIOD FROM 07-31-11 TO 07-31-12 12:01 AM**  
STANDARD TIME AT LOCATION SHOWN ABOVE.

**AGENT NAME AND ADDRESS**  
**SHEPARD WALTON KING INS GROUP**  
**PO BOX 1830**  
**HARLINGEN, TX 78551**

**FORM OF BUSINESS: ASSOCIATION**

**42-24589 (956) 423-8755**

**THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS \$29,724.00.**  
**YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #618-6267-199-01.**  
**YOU NEED NOT PAY ANY PREMIUM AT THIS TIME. WE WILL SEND A BILLING STATEMENT IN A SEPARATE MAILING.**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE POLICY DECLARATIONS EXTENSION WHICH FOLLOWS, LISTS ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.**

**MORTGAGE HOLDER**  
**LONE STAR NATIONAL BANK**  
**PREMISES 001 100 W. FERGUSON**  
**PHARR, TX 78577**

**MORTGAGE HOLDER**  
**LONE STAR NATIONAL BANK**  
**PREMISES 003 100 W. FERGUSON**  
**PHARR, TX 78577**

3789



**COUNTERSIGNATURE**  
10/5/2011  
(DATE)

**BY** Raul Cabaza III  
(AUTHORIZED REPRESENTATIVE)

9-BP(11-91)

COMPANY USE ONLY

NORTHEAST

25 (BECLAN) AGENT COPY

PREPARED 06-21-11

**POLICY DECLARATIONS EXTENSION**

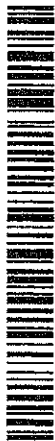
NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

THE FOLLOWING FORMS CURRENTLY APPLY TO THIS POLICY (CONTINUED FROM PREVIOUS PAGE):

BP8128(0502) EMPLOYMENT PRACTICES LIABILITY

3780



POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 1 BUILDING 1	900 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: FRAME OCCUPANCY: OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS PERSONAL PROPERTY BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 1,392,000 \$ 139,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 45,000 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000

3781



POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 2 BUILDING 1	926 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: JOISTED MASONRY OCCUPANCY: OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 2,335,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 7,500 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000

1781X

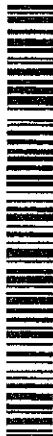
## POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 3 BUILDING 1	1002 W SAM HOUSTON BLVD PHARR, TX 78577	CONSTRUCTION: MASONRY NON-COMBUSTIBLE OCCUPANCY: OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 1,893,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 7,500 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000

3782



**POLICY DECLARATIONS EXTENSION**

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 4 BUILDING 1	122 N ALAMO RD ALAMO, TX 78516	CONSTRUCTION: OCCUPANCY:	MASONRY NON-COMBUSTIBLE OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE	
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 473,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 7,500 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000	

3782X

POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 6 BUILDING 1	615 E UNIVERSITY DR EDINBURG, TX 78539	CONSTRUCTION: OCCUPANCY:	MASONRY NON-COMBUSTIBLE OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE	
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 268,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 45,000 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000	

3783



POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

PREMISES 7 BUILDING 1	7013 S CAGE BLVD PHARR, TX 78577	CONSTRUCTION: OCCUPANCY:	JOISTED MASONRY OFFICE - PHYSICIANS
APPLICABLE TO THESE PREMISES		LIMITS OF INSURANCE	
EXCEPT WHERE NOTED BELOW, A DEDUCTIBLE OF \$ 2,500 APPLIES FOR BUILDING OR BUSINESS PERSONAL PROPERTY, WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE IS 2% BUILDING - REPLACEMENT COST BUSINESS INCOME (NOT EXCEEDING 12 CONSECUTIVE MONTHS) DEDUCTIBLE: NONE DAMAGE TO PREMISES RENTED TO YOU DEDUCTIBLE: NONE EQUIPMENT BREAKDOWN OUTDOOR SIGNS (DEDUCTIBLE: \$ 250) MONEY AND SECURITIES (DEDUCTIBLE: \$ 250): INSIDE THE PREMISES OUTSIDE THE PREMISES ACCOUNTS RECEIVABLE COMMERCIAL FINE ARTS VALUABLE PAPERS AND RECORDS SEWER OR DRAIN BACK-UP ORDINANCE OR LAW ORDINANCE OR LAW - COVERAGES B AND C - COMBINED LIMIT FOR DEMOLITION COST COVERAGE AND INCREASED COST OF CONSTRUCTION COVERAGE BUSINESS INCOME CAUSED BY DEPENDENT PROPERTIES ELECTRONIC DATA		\$ 567,000 ACTUAL LOSS SUSTAINED \$ 1,000,000 INCLUDED \$ 45,000 \$ 10,000 \$ 5,000 \$ 25,000 \$ 10,000 \$ 25,000 \$ 5,000 SEE ENDORSEMENT \$ 150,000 \$ 5,000 \$ 25,000	

3783X

## POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

APPLICABLE TO ALL PREMISES YOU OWN, RENT OR OCCUPY	LIMITS OF INSURANCE
<b>BUSINESS LIABILITY:</b>	
LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS) AND MEDICAL EXPENSES	\$ 1,000,000
MEDICAL EXPENSES (ANY ONE PERSON)	\$ 10,000
AGGREGATE LIMITS	\$ 2,000,000
EMPLOYEE DISHONESTY (DEDUCTIBLE: NONE)	\$ 15,000
FORGERY OR ALTERATION (DEDUCTIBLE NONE)	\$ 50,000
<b>EMPLOYMENT PRACTICES (DEDUCTIBLE: NONE):</b>	
EACH INCIDENT LIMIT	\$ 10,000
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE OF 07/31/06	
IDENTITY RECOVERY COVERAGE EXPENSE REIMBURSEMENT	\$ 25,000
PREMIUM FOR CERTIFIED ACTS OF TERRORISM	\$ 118.00
TERM PREMIUM	\$ 29,606.00
TOTAL TERM PREMIUM	\$ 29,724.00

3784



## POLICY DECLARATIONS EXTENSION

NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.

POLICY NUMBER: 02-BP-490318-6

## THE FOLLOWING FORMS CURRENTLY APPLY TO THIS POLICY:

BP0003(0106)	BUSINESSOWNERS SPECIAL COVERAG	BP7076(0606)	ULTRA PLUS
BP7080(0606)	ORDINANCE OR LAW COVERAGE	BP8151(0105)	TX - COMML FINE ARTS COV FORM
BP0312(0106)	WINDSTORM OR HAIL PERCENTA	9-3819(0698)	IRPM FORM B
BP8136(0108)	EQUIPMENT BREAKDOWN ENDORSEMEN	BP0523(0108)	CAP ON LOSSES CERTIFIED ACTS O
BP8206(0606)	ID RECOVERY COV FOR DEFINE	SRS566(0111)	TX AUTO & LIABILITY SAFETY SVC
BP0159(0808)	WATER EXCLUSION ENDORSEMEN	BP0601(0107)	EXCL OF LOSS DUE TO VIRUS
IL7201(0392)	COMPANY COMMON POL CONDITIONS	BP8068(0598)	EXCLUSION - ASBESTOS
BP8029(0702)	AMENDMENT-AGGREGATE LIMITS OF	BP0455(0106)	BUSINESS LIAB COV - TENANT
BP0441(0106)	BUSINESS INCOME CHANGES -	BP0417(0702)	EMPLOYMENT RELATED PRACT. EXCL
BP0119(0106)	TX - CHANGES CONDITIONS RE	BP8152(0407)	TX CHANGES
BP8078(0702)	TX CHANGES - CANCEL AND NONREN	BP8140(0602)	TEXAS CHANGES
BP8128(0502)	EMPLOYMENT PRACTICES LIABILITY		

## THE FOLLOWING FORMS NO LONGER APPLY TO THIS COVERAGE:

BP8132(0108) FUNGI OR BACTERIA EXCLUSION

**POLICY DECLARATIONS EXTENSION**

**NAMED INSURED: ANTONIO ESPARZA, M.D. P.A.**

**POLICY NUMBER: 02-BP-490318-6**

**MORTGAGE HOLDER**  
**LONE STAR NATIONAL BANK**  
**100 W. FERGUSON**  
**PHARR, TX 78577**

**PREMISES 007**

3766



THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**LEASE  
C-08-199-09-30**

THIS LEASE is made and entered into by and between, **Antonio Esparza, M.D. d/b/a Antonio Esparza, MD, Rentals.** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **October 19, 2008** and ending on **October 18, 2011**, with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

**Termination**

1.2 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 a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

## **Lessor's Warranty of Quiet Enjoyment**

1.3 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 of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$2,772.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty 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 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 3105 W. University, Edinburg, Texas 78539 or other 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 day month.

### **Taxes**

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

### **ARTICLE 3. USE OF PREMISES**

#### **Permitted Use**

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

#### **Waste, Nuisance, or Illegal Use**

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

### **ARTICLE 4. REPAIRS AND MAINTENANCE**

#### **Lessee's Duty to Repair**

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, 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 Duties to Repair**

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

### **Additional Duties of Lessor**

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 u\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.

### **Lessee's Right to Repair for Lessor**

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 reasonable time 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.

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

## **ARTICLE 5. UTILITIES**

### **Utility Charges**

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

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

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

### **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on

the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign 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, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, 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 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

### **Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage 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 Lessee 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.

### **Total Destruction**

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 or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage or Destruction**

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 not reasonably be completed within 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 twelve (12) 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 twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. 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 as 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 relent 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 relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, 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, following reasonable Notice to and opportunity to cure by Lessor, elect to 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 not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations 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:  
Antonio Esparza, MD, Rentals  
Attn: Antonio Esparza, MD  
900 W. Sam Houston, Ste. 1  
Pharr, Texas 78577

Lessee:  
County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78540

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

**Parties Bound**

14.2 This 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 agreement.

**Texas Law to Apply**

14.3 This 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 agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

**Prior Agreements Superseded**

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

**Amendment**

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

**Rights and Remedies Cumulative**

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 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, conditions, 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.

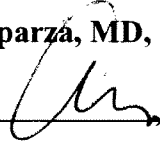
**Time of Essence**

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 2 day of October,  
2008.

**LESSOR:**

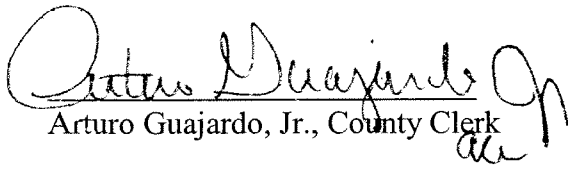
**Antonio Esparza, MD, Rentals**

By: 

Printed Name: Antonio Esparza, M.D.

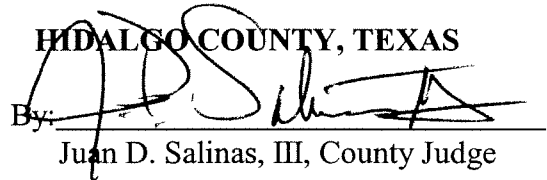
Title: President

**ATTEST:**

  
Arturo Guajardo, Jr., County Clerk

**LESSEE:**


**HIDALGO COUNTY, TEXAS**

By:   
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court September 30, 2008

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: 

# **EXHIBIT "A"**

## **Legal Description**

All of Lots 7, 8, 9 and 10 Block 1, UNIVERSAL ESTATES SUBDIVISION UNIT NO. 1, in Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 25, Page 46, Map Records in the Office of the County Clerks of Hidalgo County, Texas, reference to which is here made for all purposes.

# EXHIBIT "A"

## **HIDALGO COUNTY WIC PROGRAM "Lease of Office Space Las Milpas-WIC Clinic" BID No.2008-199-09-17-SMA**

### **INSTRUCTIONS TO BIDDERS:**

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

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

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

### **SPECIFICATIONS:**

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
  - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2) storage rooms.
  - Said office space must be located in a major thoroughfare in Las Milpas.
2. Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).
3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
4. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.
5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.
7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.
8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.
9. Lessor must provide documented proof that the building is asbestos free.
10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
11. 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.
12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

### **REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. 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.**
2. 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.
3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

**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. Lease will have a sixty (60) day cancellation clause:
- 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. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products and/or performance of service ordered, or
  - (c) Terminated by County with sixty (60) day's written notice prior to cancellation.
7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

**ADDITIONAL INFORMATION:**

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, September 10, 2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

**EXHIBIT “B”**

**BID FORM**

**EXHIBIT "B"**

**HIDALGO COUNTY WIC PROGRAM  
"Lease of Office Space in Las Milpas -WIC Clinic "  
BID No.: 2008-199-09-17-SMA  
BID FORM**

**Initial three (3) years term with an additional one (1) year-renewal:**

Monthly charge for "Lease of Office Space in Las Milpas-WIC Clinic" 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.

Price at \$ 0.90¢ per square foot.

Proposed Building Total Quantity of 3,080 sq. ft.

TOTAL MONTHLY BID PRICE: \$ 2,772.00 (two thousand seven hundred -  
seventy two and 0/100)

Proposed (address) Location: 7013 S. Cage Ste. F, Las Milpas

Zip code 78577

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BIDDER/COMPANY NAME: Antonio Esparza, M.D. Rentals

ADDRESS: 900 W. Sam Houston, ste 1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956-783-1000 FAX No. 956-783-9679

AUTHORIZED SIGNATURE: 

PRINTED NAME: Antonio Esparza, M.D.

TITLE: President - owner

**EXHIBIT “C”**

**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO  
ANTON-2

DATE (MM/DD/YYYY)  
09/24/08

**PRODUCER**  
Shepard Walton King Ins. Group  
801 N. Main  
P. O. Box 1630  
McAllen TX 78505-1630  
Phone: 956-682-2841 Fax: 956-630-4015

**INSURED**  
  
Antonio Esparza, M.D.  
900 W. Sam Houston Ste 1  
Pharr TX 78577-5232

**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	NAIC #
INSURER A: Safeco Insurance Co.	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP49031830	07/31/08	07/31/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ INCLUDED
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Property	02BP49031830	07/31/08	07/31/09	Building	1,358,000
						Contents	129,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
7013 S. Cage, Pharr, TX 78577 (Las Milpas)

## CERTIFICATE HOLDER

HIDCOPD  
County of Hidalgo  
Purchasing Department  
Marta L. Salazar  
2812 S. Business Hwy 281  
Edinburg TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ 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  
 SHEPARD WALTON KING INS. GROUP

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**LEASE  
C-08-199-09-30**

THIS LEASE is made and entered into by and between, **Antonio Esparza, M.D. d/b/a Antonio Esparza, MD, Rentals.** of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

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

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning **October 19, 2008** and ending on **October 18, 2011**, with an option to extend for one (1) additional year. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

**Termination**

1.2 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 a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

## **Lessor's Warranty of Quiet Enjoyment**

1.3 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 of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$2,772.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty 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 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 3105 W. University, Edinburg, Texas 78539 or other 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 day month.

### **Taxes**

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property.

Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

### **ARTICLE 3. USE OF PREMISES**

#### **Permitted Use**

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

#### **Waste, Nuisance, or Illegal Use**

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

### **ARTICLE 4. REPAIRS AND MAINTENANCE**

#### **Lessee's Duty to Repair**

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, 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 Duties to Repair**

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

### **Additional Duties of Lessor**

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 u\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.

### **Lessee's Right to Repair for Lessor**

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 reasonable time 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.

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

## **ARTICLE 5. UTILITIES**

### **Utility Charges**

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

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

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

### **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on

the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign 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, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, 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 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

### **Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage 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 Lessee 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.

### **Total Destruction**

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 or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage or Destruction**

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 not reasonably be completed within 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 twelve (12) 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 twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. 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 as 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 relent 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 relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, 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, following reasonable Notice to and opportunity to cure by Lessor, elect to 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 not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations 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:  
Antonio Esparza, MD, Rentals  
Attn: Antonio Esparza, MD  
900 W. Sam Houston, Ste. 1  
Pharr, Texas 78577

Lessee:  
County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78540

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

**Parties Bound**

14.2 This 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 agreement.

**Texas Law to Apply**

14.3 This 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 agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

**Prior Agreements Superseded**

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

**Amendment**

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

**Rights and Remedies Cumulative**

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 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, conditions, 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 agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the 2 day of October, 2008.

**LESSOR:**

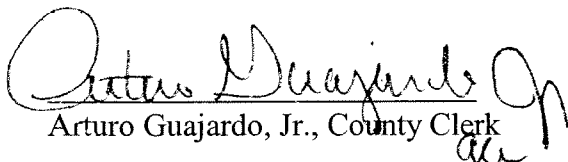
**Antonio Esparza, MD, Rentals**

By: 

Printed Name: Antonio Esparza, M.D.

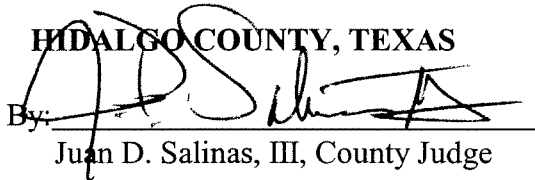
Title: President

**ATTEST:**

  
Arturo Guajardo, Jr., County Clerk

**LESSEE:**

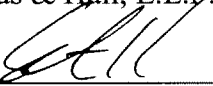
**HIDALGO COUNTY, TEXAS**

By:   
Juan D. Salinas, III, County Judge

Approved on Commissioners' Court September 30, 2008

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: 

# **EXHIBIT "A"**

## **Legal Description**

All of Lots 7, 8, 9 and 10 Block 1, UNIVERSAL ESTATES SUBDIVISION UNIT NO. 1, in Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 25, Page 46, Map Records in the Office of the County Clerks of Hidalgo County, Texas, reference to which is here made for all purposes.

# EXHIBIT "A"

## **HIDALGO COUNTY WIC PROGRAM "Lease of Office Space Las Milpas-WIC Clinic" BID No.2008-199-09-17-SMA**

### **INSTRUCTIONS TO BIDDERS:**

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

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

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

### **SPECIFICATIONS:**

1. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
  - Waiting area, reception area, file room, nutrition education classroom, counseling room, issuance of food cards via computers, computer area, screening room, lab, immunization and lactation rooms, a lounge area and two (2) storage rooms.
  - Said office space must be located in a major thoroughfare in Las Milpas.
2. Building must provide a minimum of 2,000 square feet to a maximum of 3,400 square feet of available tile floor space to perform WIC services. Building be well insulated with an ERA rating of minimum of eleven (11).
3. The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
4. Building premises must have handicapped accessible restroom facilities for both men and women and separate restroom facilities for employees.
5. The public parking lot must consist of at least twenty (30) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp

access available from such spaces and (10) parking spaces for staff should be available leading to the building.

6. Bid premises must have water, sewer, and electricity, central air and heating of the entire building including garbage pick up.
7. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.
8. Building shall be safe from rodents & insects prior to occupancy by the WIC Program staff. Also be responsible and at Lessor's expense for pest control throughout term of this contract and floor maintenance throughout term of this contract/lease.
9. Lessor must provide documented proof that the building is asbestos free.
10. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building.
11. 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.
12. The floor plans of the building will be constructed according to the WIC Director. If present building needs renovations; the renovation work be made by Lessor and the Lessor's cost and work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null;

### **REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. 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.**
2. 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.
3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null. Lessor must provide legal description of the property.

4. Bidder must charge by the square foot for the rental space.

**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. Lease will have a sixty (60) day cancellation clause:
- 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. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery and acceptance of products and/or performance of service ordered, or
  - (c) Terminated by County with sixty (60) day's written notice prior to cancellation.
7. All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

**ADDITIONAL INFORMATION:**

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, September 10, 2008 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, September 12, 2008 @ 5:00 P.M.

**EXHIBIT “B”**

**BID FORM**

**EXHIBIT "B"**

**HIDALGO COUNTY WIC PROGRAM  
"Lease of Office Space in Las Milpas -WIC Clinic "  
BID No.: 2008-199-09-17-SMA  
BID FORM**

**Initial three (3) years term with an additional one (1) year-renewal:**

Monthly charge for "Lease of Office Space in Las Milpas-WIC Clinic" 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.

Price at \$ 0.90¢ per square foot.

Proposed Building Total Quantity of 3,080 sq. ft.

TOTAL MONTHLY BID PRICE: \$ 2,772.00 (two thousand seven hundred -  
seventy two and 0/100)

Proposed (address) Location: 7013 S. Cage Ste. F, Las Milpas

Zip code 78577

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BIDDER/COMPANY NAME: Antonio Esparza, M.D. Rentals

ADDRESS: 900 W. Sam Houston, ste 1

CITY: Pharr STATE: TX ZIP CODE: 78577

PHONE No: 956-783-1000 FAX No. 956-783-9679

AUTHORIZED SIGNATURE: 

PRINTED NAME: Antonio Esparza, M.D.

TITLE: President - owner

**EXHIBIT “C”**

**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO  
ANTON-2

DATE (MM/DD/YYYY)  
09/24/08

**PRODUCER**  
Shepard Walton King Ins. Group  
801 N. Main  
P. O. Box 1630  
McAllen TX 78505-1630  
Phone: 956-682-2841 Fax: 956-630-4015

**INSURED**  
  
Antonio Esparza, M.D.  
900 W. Sam Houston Ste 1  
Pharr TX 78577-5232

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	NAIC #
INSURER A: Safeco Insurance Co.	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP49031830	07/31/08	07/31/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ INCLUDED
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b> Property	02BP49031830	07/31/08	07/31/09	Building	1,358,000
						Contents	129,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
7013 S. Cage, Pharr, TX 78577 (Las Milpas)

## CERTIFICATE HOLDER

HIDCOPD  
County of Hidalgo  
Purchasing Department  
Marta L. Salazar  
2812 S. Business Hwy 281  
Edinburg TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ 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  
 SHEPARD WALTON KING INS. GROUP