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leticia.saenz@co.hidalgo.tx.us

**RE: Review & Approve As to Form - Lease Agreement # C-16-014-02-16-Kalifa Western Wear Inc-WIC Offices McAllen****From :** Steve Crain <scrain@atlashall.com>

Thu, Feb 04, 2016 07:36 AM

**Subject :** RE: Review & Approve As to Form - Lease Agreement # C-16-014-02-16-Kalifa Western Wear Inc-WIC Offices McAllen

2 attachments

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Wednesday, February 03, 2016 6:08 PM**To:** Stephen L. Crain <scrain@atlashall.com>**Cc:** Martha Salazar <martha.salazar@co.hidalgo.tx.us>; rocio villarreal <rocio.villarreal@co.hidalgo.tx.us>; Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>; Marynel Trevino <mntrevino@atlashall.com>**Subject:** Re: Review & Approve As to Form - Lease Agreement # C-16-014-02-16-Kalifa Western Wear Inc-WIC Offices McAllen

Mr. Crain-

Please review and approve as to form Lease Agreement# C-16-014-02-16-Kalifa Western Wear-(McAllen Offices)-WIC Program, with revision as advised.

Please advise.

Thanks.

**Leticia H. Saenz, CPPB/Contracts Manager***Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)*

😊...DON'T WORRY...BE HAPPY...😊

**From:** "Stephen L. Crain" <scrain@atlashall.com>**To:** "Leticia H. Saenz" <[leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)>**Sent:** Wednesday, February 3, 2016 8:39:48 AM**Subject:** RE: Review & Approve As to Form - Lease Agreement # C-16-014-02-16-Kalifa Western Wear Inc-WIC Offices McAllen

Good morning Leti:

Mr. Crain, has reviewed the lease and attached is page 6 please make change.

Thank you,

Marynel Trevino-Rodriguez, Secretary for

Stephen L. Crain &amp; J. Joseph Vale

**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**

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**From:** Leticia H. Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]  
**Sent:** Tuesday, February 02, 2016 5:13 PM  
**To:** Steve Crain  
**Cc:** Marynel Trevino; Martha Salazar; Sandy Suarez  
**Subject:** Review & Approve As to Form - Lease Agreement # C-16-014-02-16-Kalifa Western Wear Inc-WIC Offices McAllen

Mr. Crain-

Please review and approve as to form **Lease Agreement # C-16-014-02-16 - Kalifa Western Wear, Inc.** for the purposes of the "**Lease of Office Space in the City of McAllen**" for the **WIC Program**.

**\*Note: will be placed on the next CC agenda for final approval.**

Please advise.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**  
*Hidalgo County Purchasing Department*  
*2812 South Business Highway 281*  
*Edinburg, Texas 78539*  
*P(956) 318-2626 F(956) 318-2629*  
*Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)*

😊...DON'T WORRY...BE HAPPY...😊



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Atlas Hall  
Rodriguez

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THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**LEASE AGREEMENT**  
**C-16-014-02-16**

**THIS LEASE** is made and entered into by and between **Kalifa Western Wear, Inc.**, 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." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall commence on **February 13, 2016** (as hereinafter defined) and end on **September 30, 2016** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than 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 a three (3) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2 or 1.4 hereof; 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 sixty (60) 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 \$ 4,251.55 per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### **Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 209 South 16<sup>th</sup> Street, McAllen, Texas 78501 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 results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

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

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

### **LESSOR'S AND LESSEE'S DUTIES TO REPAIR**

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

### **LESSOR'S DUTY**

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

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water,

or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintenance).
- (9) Parking Lot (including painting, striping, paving, etc.)

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

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

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

have act in a reasonable time.

**ARTICLE 5. UTILITIES**  
**Utility Charges**

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

**ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**  
**Consent of Lessor**

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

**Property of Lessor**

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

**ARTICLE 7. SIGNS**  
**Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the

Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

#### **ARTICLE 8. MECHANIC'S LIEN**

8.1 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 satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

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**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

### **Waiver of Breach**

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

**ARTICLE 13. ASSIGNMENT AND SUBLETTING**  
**Assignment and Subletting by Lessee**

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

**ARTICLE 14. MISCELLANEOUS**  
**Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

**Lessor:**

**Kalifa Western Wear, Inc.**  
Attn: Abdala Kalifa, President  
209 South 16<sup>th</sup> Street  
McAllen, Texas 78501

**Lessee:**

County of Hidalgo  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
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).

### **Entire Agreement**

14.14 This Lease contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Lessor, and not otherwise.

### **Immunities**

14.15 Nothing in this Lease is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the day of \_\_\_\_\_, **2016**.

**HIDALGO COUNTY**

**KALIFA WESTERN WEAR, INC.**

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

By: \_\_\_\_\_  
Abdala Kalifa, President

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

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

**ATTEST:**

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

**EXHIBIT "A"**  
LEGAL DESCRIPTION

TRACT #8

A 0.689 acre tract of land being Lots Thirteen (13) through Sixteen (16), Block Thirty-nine (39) and the South ten (10.0) feet of a 20.0 foot alley lying adjacent to the North line of Lots 13-16 of the Hammond's Addition to the City of McAllen, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 17, Page 188, Deed Records of Hidalgo County, Texas; said Lots 13 through 16, Block 39 being granted to the San Antonio and Aransas Pass Railway Company by virtue of deeds from the City of McAllen, acting through its, Mayor Mr. F.B. Freeland, as follows: Lot 13, Block 39, Deed Dated January 12, 1927, recorded in Volume 239, Page 117-118; Lot 15, Block 39, Deed dated November 3, 1926, recorded in Volume 231, Page 248-249; Lot 16, Block 39, Deed dated November 18, 1926, recorded in Volume 231, Page 386-387, all in the Deed Records of Hidalgo County, Texas. Said 0.689 acre being more particularly described as follows:

COMMENCING at a 60d nail set for the Southeast corner of Block 39, same being the intersection of the West line of Bicentennial Boulevard and the North Line of Chicago Avenue, for the Southeast corner and POINT OF BEGINNING hereof, and THENCE AS FOLLOWS:

North 31 degrees 14 minutes West, along the South line of Block 39, same being the North Right of Way line of Chicago Avenue, 200.0 feet to a ½ inch iron rod found on the Southwest corner of Lot 13, Block 39 for the Southwest corner hereof:

**EXHIBIT "B"**  
BID PAGE

EXHIBIT "B"  
HIDALGO COUNTY WIC PROGRAM  
"LEASE OFFICE SPACE-MCALLEN CLINIC"  
RFB NO.: 2016-014-01-06-SGS

BID PAGE

**Terms:**

Cost for "Lease Office Space-McAllen Clinic" as requested, but not limited to; as stated in the Specifications of Exhibit "A" of this document and under the terms and conditions described for the **initial short term** and with the option to renew and extend for three (3) additional - one (1) year periods under the same price, terms and conditions. Include copy of Legal Description & Floor Plan Layout of facility.

Price at \$ 1.15 per square foot.

Sq. ft of proposed building 3,697

Total monthly cost \$ 4,251.55

Proposed (address) Location: \_\_\_\_\_, Edinburg, TX. \_\_\_\_\_ (zip code)

Property ID No. and/or Geographic ID No. (Local Appraisal District Info): H-0900-00-039-0001-

Legal Description: A-0.689 Acre Tract of Land Lots 13 Thru 16, BLK 39 1/2 S. 10 1/2 OF A 20.0 FOOT ALLEY LYING ADJACENT TO THE N. LINE OF LOTS 13-16 OF HAMMOND ADDITION

BIDDER/COMPANY NAME: Abdala Kalifa/Kalifa's Western Wear, Inc.

ADDRESS: 209 S. 16<sup>th</sup> St.

CITY: McAllen STATE: TEXAS ZIP CODE: 78501

PHONE No: 956.687.5392 FAX No. 956.630.4524

AUTHORIZED SIGNATURE: Abdala Kalifa

PRINTED NAME: Abdala Kalifa

TITLE: President

EMAIL: Kalifa7@AOL.com

OPENED  
9:30 / 6-16  
Witnessed  
[Signature]

**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2016-5968

Date Filed:  
 01/26/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Kalifa's Western Wear, Inc  
 McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Purchasing Department

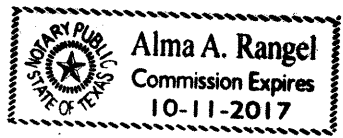
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

2016-014  
 RENTAL OF REAL ESTATE / WESTERN ATTIRE

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
KALIFA, ABDALA	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Abdala Kalifa  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Interested Party, Abdala Kalifa, this the 26<sup>th</sup> day of January 20 16, to certify which, witness my hand and seal of office.

Alma A. Rangel Alma A. Rangel Notary  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Kalifa's Western Wear, Inc  
McAllen, TX United States

Certificate Number:  
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2016-014  
RENTAL OF REAL ESTATE / WESTERN ATTIRE

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		Controlling	Intermediary
KALIFA, ABDALA	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath