

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY HOUSING AUTHORITY AND HIDALGO COUNTY

This Amended and Restated Agreement, entered into effective _____, 2017 by and between the Housing Authority of the County of Hidalgo, Texas, hereinafter referred to as Lessor, and the County of Hidalgo, Texas, acting by and through its Commissioners' Court, hereinafter referred to as Lessee.

WITNESSETH

WHEREAS, Lessor and Lessee executed that certain Interlocal Agreement dated July 20, 2004 concerning the lease of property commonly known as the Palmer Pavilion (the "Prior Agreement");

WHEREAS, Lessee contemplates the structure located on such leased property known as Palmer Pavilion will be replaced by an indoor baseball and/or basketball facility to be constructed by Lessee at Lessee sole cost and expense; and

WHEREAS, as a result of such improvements contemplated, Lessee and Lessor desire to extend the term of the Prior Agreement.

NOW THEREFORE, LESSOR and LESSEE in consideration of the mutual covenants herein contained agree to amend and restate the Prior Agreement as follows:

1. Property. Lessor, for and in consideration of the annual rentals to be paid to it by Lessee, as provided for in Paragraph 3 following, does hereby Lease, Rent and Let unto Lessee the following described lands located and situated in Hidalgo County, Texas to wit:

A 324 x 1320 foot tract of land, out of Lot 5, Block 11, Steele and Pershing Subdivision of Porciones 66 and 67, Hidalgo County, Texas; being the South 324.0 feet of said Lot 5, containing 9.82 acres of land, more or less, of which the East 41.62 feet, comprising 0.31 acre, lies in McColl Road right of way and the South 20.0 feet, comprising 0.59 acre, lies in Hackberry Avenue right of way, (the "Property").

and Lessee does hereby Lease and Rent said lands from Lessor and covenants and obligates itself to pay said annual rental to Lessor, as herein provided, for the right of possession, use and benefit of said lands, and further covenants and obligates itself to keep and perform all of the terms

and provisions of this Rental Contract and Agreement as a part of the consideration hereof.

2. Lessor consents to the removal of improvements to the Property known as Palmer Pavilion and the construction of an indoor baseball and/or basketball facility on the Property.

3. Term. The term of this Lease Agreement shall be for a period of 30 years from the effective date hereof, unless sooner terminated as otherwise provided for herein.

4. Rental Amount. Lessee has paid to Lessor the sum of One and no/100ths (1.00) Dollar, the receipt of which is hereby acknowledged by Lessor, in payment of the first year's annual rental provided for herein effective September 5, 2017, and ending September 4, 2047, and covenants, agrees and obligates itself to pay to Lessor the sum of \$1.00 on or before September 1, of each year thereafter for the full term of this Lease Agreement.

5. Limited Use. It is expressly understood and agreed to between the parties hereto that Lessor leases, lets and rents said lands unto Lessee for the limited use only as a county maintained and operated park and related uses, to be a part of the County's Public Park System and not for any other purpose, and if Lessee should cease or fail to maintain and operate a public park in the use of said lands, then Lessor, after thirty (30) days written notice to the Hidalgo County Commissioners' Court, may unilaterally terminate this Contract and Agreement, at which time Lessee will vacate said lands and surrender possession thereof to Lessor.

5. Privilege of Use. In further consideration of this Agreement, Lessee agrees to provide Lessor four (4) days use of the Property at no cost to Lessor, provided Lessor reserves with Lessee on or before December 31 of the year immediately prior to the year such use is requested by Lessor, three of the days so requested by Lessor. The remaining fourth day may be reserved at any time during the year on three (3) day notice to Lessee. It is further agreed that these use privileges are subject only to Lessee requiring alternate days of use by Lessor if another person or group has, previous to request by Lessor, reserved with Lessee any of the days of use requested by Lessor.

6. Surrender. At the end of the term of this Lease Agreement Lessee agrees to vacate said Property and surrender possession thereof to Lessor. Lessee, however, shall have a reasonable time thereafter to remove there from any improvements placed thereon by it.

7. Specific Performance. Either party hereto may demand specific performance of this Lease Agreement.

8. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety

(90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

9. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. Notice. Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been there to fore specified by written notice delivered in accordance herewith:

If to Lessee: Hidalgo County
Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 2
Eduardo "Eddie" Cantu
300 West Hall Acres, Suite G
Pharr, Texas 78577

If to Lessor: Hidalgo County Housing Authority
Mike Lopez, Executive Director
1800 N. Texas Blvd.
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

18. Indemnification and Hold Harmless Clause. To the extent permitted by law, Lessee agrees to indemnify and hold Lessor harmless from any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands arising from any breach on the part of Lessee of any condition of this lease, or from any act or negligence of Lessee, his agents, employees, or representatives in or about the leased premises. In case of any action or proceeding brought against the Lessor by reason of any such claim, Lessee, upon written notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to the Lessor. Lessee specifically agrees to be responsible for and indemnify and hold Lessor harmless from any damage or expense, structural or nonstructural, arising out of or caused by burglary, theft, vandalism, malicious mischief, or other illegal acts performed in, at, or from the leased premises. In addition, Lessor and Lessor's agents, employees, and representatives shall not be liable to Lessee for any injury to person or damage to property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or on the leased premises, including but not limited to, consequential or incidental damages. Lessee specifically agrees to be responsible for and indemnify and hold harmless from any such loss, expense, or claims, including attorney's fees

and court costs, arising out of such injury or damage.

19. Insurance. Lessee agrees to maintain, during the entire time of this Lease, public liability insurance in the minimum amount required by the State of Texas and as presently maintained by Lessee (but in no event less than \$1,000,000.00) for loss from an accident resulting in bodily injury, death, or damage to or destruction of property. Such liability insurance shall be for the benefit of both Lessor and Lessee, and all policies shall be endorsed to show that the interests of both parties are insured there under.

WITNESS our hands this the ____ day of _____, 2017.

HIDALGO COUNTY HOUSING AUTHORITY

HIDALGO COUNTY

Ramon Garcia, County Judge

David L. Fuentes
Commissioner Precinct No. 1

Eduardo "Eddie" Cantu
Commissioner Precinct No. 2

Jose M Flores
Commissioner Precinct No. 3

Joseph Palacios
Commissioner Precinct No. 4

STATE OF TEXAS §
 §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared _____, Chairman of the Board for the Hidalgo County Housing Authority, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Ramon Garcia, Hidalgo County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared David L. Fuentes, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Eduardo Cantu, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Jose M. Flores, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Joseph Palacios, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2017 to certify which witness my hand seal of office.

Notary Public, State of Texas
My Commission Expires: _____