

E-19-045-03-12

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

February 12, 2019

Jose E. Garcia
Attn: Jose E. Garcia
4311 North McColl
McAllen, Texas 78504
P (956) 630-0081

via email: jeg@gvlaw.net
TERM: APRIL 01, 2019 - MARCH 31, 2020

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
CONTRACT# **(C-17-036-03-07)** - Lease Agreement-430th District Court- HIDALGO COUNTY

Dear Jose E. Garcia

Be advised, that County has chosen the option to exercise **the first year extensions** of the additional two (2) year period, *(under the same rates, terms and conditions)* with Jose E. Garcia for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

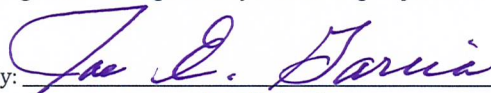
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-045**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: elena.gomez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your **"Updated Certificate of Insurance"** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: elena.gomez@co.hidalgo.tx.us by no later than date reflected above.

By: 
Jose E. Garcia

Date: 2-14-2019

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.
Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/meg
Enclosures

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.

Jose E. Garcia
McAllen, TX United States

Certificate Number:
2019-452649

Date Filed:
02/14/2019

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

Hidalgo County

Date Acknowledged:

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 services, goods, or other property to be provided under the contract.

C-17-036-03-07
Lease of Office Space in Edinburg to House the 430th District Court- Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is JOSE E. GARCIA, and my date of birth is 10/22/56.

My address is 4311 N. McCOLL, McAllen, TX, 78504, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HIDALGO County, State of Texas, on the 14 day of Feb, 20 19.
(month) (year)

Jose E. Garcia
Signature of authorized agent of contracting business entity
(Declarant)

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:
 2019-452649

Date Filed:
 02/14/2019

Date Acknowledged:
 02/26/2019

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

Jose E. Garcia
 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

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 services, goods, or other property to be provided under the contract.

C-17-036-03-07
 Lease of Office Space in Edinburg to House the 430th District Court- Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for **two (2) additional one (1) year terms,** under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with the provisions of Article 1.4 or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and

conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Six Thousand Six Hundred Nine Dollars and Sixty-One Hundreds (\$ 6,609.60) per Month**, as described on Exhibit B. 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 (1st) 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 **(4311 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

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

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute,

ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

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

Lessor's and Lessee's Duties to Repairs

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

Lessor's Duty

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

- 1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- 2) Plumbing facilities that conform to applicable law, maintained in

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

Lessee's Right to Repair for Lessor or Vacate

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

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

ARTICLE 5. UTILITIES

Utility Charges

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

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

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

Property of Lessor

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

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws,

ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any

proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

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

thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred

prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning

authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all

persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and

enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

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

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

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

Assignment by Lessor

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

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

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

Lessor:

Jose E. Garcia, Owner
4311 North McColl
McAllen, Texas 78504

Lessee:

County of Hidalgo
Attn: County Judge
100 East Cano, 2nd 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.

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

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

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of **MARCH 07** , 2017.

LESSOR:
JOSE E. GARCIA, OWNER

By: *Jose E. Garcia*
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:

By: *Arturo Guajardo Jr.*
Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: *3/7/17*

Approved by Commissioners' Court on **MARCH 07** , 2017.

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

By: *SLC*
Stephen L. Crain, Attorney

EXHIBIT "A"

PROPERTY/LEGAL DESCRIPTION

Property (including any improvements):

The North ½ of Lots 13,14,15 and 16 Block 256 ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas according to the map recorded in Volume 1, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas and,

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume 1, page 23, map records, Hidalgo County, Texas.

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Scope of Project:

Proposed building should be in good habitable condition to provide "**Lease of Office Space in the City of Edinburg to House the 430th State District Court**" and shall consist of the following:

Specifications:

1. Proposed office space should be located within a two (2) block radius from Hidalgo County Courthouse in the City of Edinburg, Texas.
2. Building shall consist of a **minimum of 5,508 square feet** of available floor space for the "**Lease of Office Space in the City of Edinburg to House the 430th State District Court**".
3. Building shall accommodate Courtroom Space with measurements of a minimum of 800 square feet for the following:
 - Lawyers Bar Wall
 - Judge's Bench
 - Jury Box
 - Witness Stand
 - Court Reporters Area
4. Building shall accommodate a minimum of two (2) offices for staff members of the District Clerk's and a file room with a minimum of 100 square feet each.
5. Lobby with measurements of a minimum of 300 square feet
6. Restrooms as follows:
 - One (1) Staff (Unisex)
 - One (1) Unisex
 - One (1) Male
 - One (1) Female
7. Jury room with a minimum of 180 square feet.
8. Premises must have public restrooms, including one (1) for men and one (1) for women and shall be handicapped accessible. There should be separate restroom facilities for employees.
9. Storage area with a minimum of 50 square feet.

10. Staff opens space with a minimum of 250 square feet.
11. Judge's chambers space with a minimum of 180 square feet.
12. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route; a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
13. The building will meet all American Disability Act (ADA) accessibility requirements and shall be fully handicap accessible.
14. Building must have water, sewer and electricity, including garbage pickup.
15. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for all electrical, central air/heating system maintenance and keeping the entire building mold free at all times.
16. Building shall be free from rodents and insects prior to occupancy by Hidalgo County staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.
17. 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.
18. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
19. The building should be well insulated with ERA rating of minimum of eleven (11).

Requirements:

1. Lessor will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Lessor shall maintain liability insurance on the premises, as described and listed in under, **Exhibit "C"-Insurance Requirements.**
2. Prior to occupancy or commencement of the lease agreement and every year

afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
3. Lessor must charge by the square foot for the lease of rental space.
 4. The Lessor will ensure that the toilets, water, faucets, air conditioning/ heating etc. within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.
 5. Lessor will provide the **legal description** of the property along with a proposed **"Floor Plan Layout"** of the building.

Terms and Conditions:

1. Term of lease shall be for a period of an initial **two (2) year** and shall include the County's sole option to renew Lease Agreement for an additional two (2) one (1) year periods, (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 lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delays in re-location of department.
3. Property Insurance Policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

Initial Two (2) Year Term:

Charge for *"Lease of Office Space in the City of Edinburg to House the 430th State District Court"* as requested, but not limited to, in Proposal as listed under Exhibit "B" of this document and under the terms and conditions described for the initial two (2) year term of the contract with County's sole discretion to extend for an additional two (2) one (1) year terms (under the same rate, terms and conditions).

EXHIBIT "B"
FEE PROPOSAL

PRICE PER SQUARE FOOT \$ 1.20 .

SQ. FT. of PROPOSED OFFICE BUILDING: 5508 .

TOTAL MONTHLY COST \$ 6,609.60 .

*ADDRESS OF (PROPOSED LOCATION) IS: 111 SOUTH 9TH STREET, EDINBURG, TX. 78539

LESSOR'S NAME: JOSE E. GARCIA

ADDRESS: 4311 NORTH McCOLL

CITY: McALLEN STATE: TEXAS ZIP CODE: 78504

EMAIL ADDRESS: jeq@gvlaw.net

PHONE No.: (956) 630-0081 FAX No. (956) 630-3631 CELL No. _____

AUTHORIZED SIGNATURE: 

PRINTED NAME: JOSE E. GARCIA

TITLE: OWNER

EXHIBIT "C"
CERTIFICATE of INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SILVERHORN INSURANCE AGENCY, LLC 4301 N McColl Rd McAllen TX 78504		CONTACT NAME: MARIA MARTINEZ PHONE (A/C, No, Ext): 956-383-3332 E-MAIL ADDRESS: DAVID@SILVERHORNINSURANCE.COM FAX (A/C, No): 956-720-0257															
INSURED JOSE E. GARCIA 4401 N MCCOLL MCOLLEN TX 78504		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACCEPTANCE INDEMNITY INS CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACCEPTANCE INDEMNITY INS CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP00182659	10/17/2016	10/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LOCATION: 111 S 9TH ST EDINBURG, TX 78539

CERTIFICATE HOLDER HIDALGO COUNTY 2812 S HWY BUS 281 EDINBURG TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David D Salazar Jr</i>
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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.
 Jose E. Garcia
 McAllen, TX United States

Certificate Number:
 2017-170711

Date Filed:
 02/23/2017

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

Date Acknowledged:

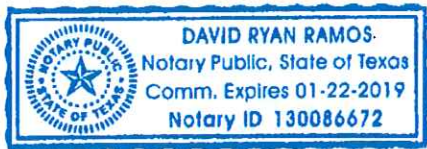
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C-17-036-03-07
 Lease of Office Space in Edinburg to House the 430th District Court-Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

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.



Jose E. Garcia
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOSE E. GARCIA, this the 23rd day of February, 2017, to certify which, witness my hand and seal of office.

David R. Ramos
 Signature of officer administering oath

DAVID R. RAMOS
 Printed name of officer administering oath

NOTARY PUBLIC
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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Hidalgo County

Date Acknowledged:
02/23/2017

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C-17-036-03-07
Lease of Office Space in Edinburg to House the 430th District Court-Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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

SPECIAL MEETING - March 7, 2017

BE IT REMEMBERED, that on this 7th day of March A.D., 2017, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR.**, COUNTY CLERK & EX-OFFICIO CLERK OF THE **COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
March 7, 2017
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval with the exception of Consent Items.13.G. and 13.Z. to be pulled for further discussion.

Vote: 5 - 0 - Unanimously

Court proceeded to Item.13.G.

- 1. **AI-58869 Approval of check register and payment of claims and bills -**
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
- 2. **Auditor's Office:**
 - A. **AI-58873** Presentation of Fund Information Report
- 3. **2016 Intradepartmental transfers:**
 - A. **AI-58846** 2016 - Pct 2 Rancho Blanco Rd Prj (1200)
- 4. **2017 Intradepartmental transfers:**
 - A. **AI-58776** 2017 - Mailing Services (1100)

TOTAL	\$729,172.72
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2. Approval of wire transfer to cover claims paid.

- C. **AI-58709** 1. Approval of reimbursement in the amount of \$137,219.12 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 02/11/17 to 02/24/17.

02/11-17/17	\$ 56,364.40
02/18-24/17	\$ 80,854.72
TOTAL	\$137,219.12

2. Approval of wire transfer to cover claims paid.

D. **Interfund transfers:**

1. **AI-58779** Transfers Out-Health Grants (1100)/Transfers In-General Fund (1293): Approval of 2016 interfund transfer from Transfers Out-Health Grants (1100) and Transfers In-General Fund (1293) fiscal year 7 into fiscal year 6 in the amount of \$87,554.00 to properly allocate the local cash match required for the TB-Elimination grant for FY 2016.
2. **AI-58809** Pct. 4 (1100): Approval of 2017 interfund transfer from Pct 4 Rd Maintenance, program 007, (1200) to Pct 4 CRC Sunflower/SH107, program 123 (1100) in the amount of \$24,136.50.

13.

Purchasing Dept - Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. **AI-58807** Requesting approval of payment of Invoice #11326169 in the amount of \$7,956.83 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-16-171-04-12 (WA#1), for Pct 2 Dicker Road project.
- B. **AI-58845**
 - 1.) Requesting approval of payment of Invoice #11326157 in the amount of \$18,750.00 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-13-178-08-20 (WA#2), for Pct 4 Ware Road project;
 - 2.) Requesting approval of payment of Invoice #11326162 in the amount of \$6,660.76 submitted by project engineer, L&G Consulting Engineers Inc., for engineering services provided under Contract C-11-234-09-13 (WA#2), for Pct 4 FM 1925 & N. Alamo Rd. project;
 - 3.) Requesting approval of payment of Invoice #11326173 in the amount of

- V. **AI-58426** Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current agreements for the purposes of Lease and/or Service of Portable Toilets for **Hidalgo County**, under the same rates, terms and conditions with, Anrige, Inc. DBA: A Clean Portoco **effective, 04/30/17, and expires, 06/29/17** or (upon completion of the procurement process which ever comes first) and is most advantageous to Hidalgo County, subject to compliance with HB23 and/or HB1295 [when and/or if applicable].
- W. **AI-58534** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County "Pre-Cast Safety End Treatment" - RFB No.: 2017-047-00-00-FAZ, including the re-advertisement of project in the event No Bids are received and/or are rejected and project is still required.
- X. **AI-58657** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County "Pipes & Related Miscellaneous Items" - RFB No.: 2017-046-00-00-FAZ. Including the re-advertisement of project in the event No Bid responses are received and/or are rejected and project is still required.
- Y. **AI-58659** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County - (WIC) "Lease of Space for Off Premises Storage Area" - RFB No.: 2017-048-00-00-FAZ including the re-advertisement of project in the event No Bid responses are received and/or are rejected and project is still required.

Z. AI-58670 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

APPROVED

Martha Salazar stated that Item.13.Z. was erroneously placed under consent, it is being taken out because it requires the approval of an exemption.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

APPROVED

2. Approval to enter into a "Lease Agreement" between Hidalgo County and Joe E. Garcia for the purposes of: "Housing the 430th State District Court and/or Other County Offices" in the building located at [323 West Cano, Edinburg, Texas] for an initial term of two (2) years, with County's sole option to extend/renew for an additional two (2) one (1)

APPROVED

year terms (under the same rates, terms and conditions), effective, April 1, 2017.

Martha Salazar clarified that the correct address should be 111 S. 9th St. Edinburg, TX. and not as stated on the agenda.

Salazar explained there are other county offices housed there, DA, Probation and Sheriff.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- AA. AI-58672** Approval to enter into a 36 month capital lease agreement with Ricoh USA MP5054SP awarded vendor through HC membership/participation under the Texas Dept. of Information Resources contract DIR-TSO-3041.
- BB. AI-58676** Requesting approval of "Correction/Clarification" C-14-134-06-30 (approved by CC for renewal on 2/21/17-AI#58455) with Estrada Hinojosa & Company, Inc., for Financial Advisory Services TO REFLECT two (2) years as stated on "Letter of Engagement" page five (5) section VII [with effective dates of: June 30, 2017, expiring date of: June 29, 2019].
- CC. AI-58678** Requesting authority to advertise (and to re-advertise the projects in the event that no bids are received and/or are rejected & projects are still required) and approval of procurement packets (i.e., specifications, legal notices, etc.) as attached hereto for Road & Drainage Construction for the following Hidalgo County Pct 1 BCAP Projects:
 - 1. Barboza-Lopez Subdivision Unit #3;
 - 2. La Flora Subdivision;
 - 2. La Pampa Subdivision.
- DD. AI-58683** PCT 4 CRC-SUNFLOWER (1100):
Approval to enter into a 48 month capital lease agreement with Ricoh USA, INC. through State of Texas DIR contract DIR-TSO-3041.
- EE. AI-58690** Pct. 3 - BCAP:
Requesting acceptance and approval of payment for Invoice #17007 in the amount of \$10,646.91 as submitted by Javier Hinojosa Engineering for professional engineering services provided under contract (C-CAP-12-128-05-22) for Round III Border Colonia Access Program Projects for Precinct #3: El Paraiso Subdivision and Palm Subdivision Unit No. 2.