

2812 S. Bus. Hwy 281
 Edinburg, Texas 78539
 Phone: (956) 318-2626
 Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

C-22-0431-09-20

June 01, 2023

BIC Development Corp.
 Attn: Richard A. Garza, President
 3910 W. Freddy Gonzalez Drive
 Edinburg, Texas 78539

Delivered via email: richardagarza@gmail.com
 Term: October 01, 2023 - September 30, 2024

**Re: Renewal – Lease of Office Space for WIC Storage
 1st extension of four (4) One (1) year Extensions for Contract C-22-0431-09-20**

Dear Mr. Garza,

Hidalgo County Purchasing Department will be requesting Commissioners' Court action to exercise the first (1st) of four (4) one (1) year renewal available as provided in the current Agreement (under the same rates, terms and conditions) for the Lease of Office Space for WIC Storage.

To proceed, please return the following to Hidalgo County Purchasing Department via email to yolanda.velasquez@co.hidalgo.tx.us no later than 3:00 p.m. on Wednesday, June 07, 2023:

1. Form 1295 – filed with Texas Ethics Commission and the Unsworn Declaration filled out on link provided below on box 3, please reference C-22-0431-09-20 – First (1st) Renewal for Lease of Office Space for WIC Storage
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgement of Receipt of this Notice from an authorized representative.

Richard A. Garza, President
 Authorized Representative Name

Signature

Date

6/5/23

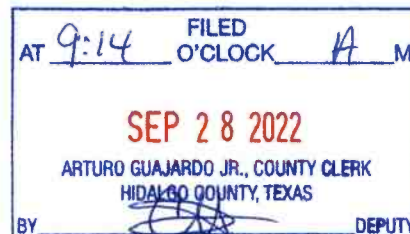
Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Yolanda Velasquez, Contract Specialist II at (956) 318-2626, extension 4881.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD
 H. C. Purchasing Director

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-22-0431-09-20



THIS LEASE (the "Lease") is made and entered into on this 20TH day of September , 2022, by and between BIC Development Corp., referred to in this Lease as "Lessor", and THE COUNTY OF HIDALGO, TEXAS, referred to in this Lease as "County" or "Lessee" for the lease of property as described below.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor submitted a bid in response to the Request for Bid in accordance with the specifications as bid. A copy of such Request for Bid is attached hereto as Exhibit "A" (THE "RFB Packet") along with Lessor's bid attached hereto as Exhibit B ("Bid Page") both such exhibits are incorporated herein for all purposes. Lessor demises and leases to Lessee and Lessee leases from Lessor, that certain real property described on Exhibit "A-1" (Legal Description), attached hereto for the purpose of establishing a lease of space for Off-Premises Storage These premises leased hereunder are referred to in this Lease as "the Premises" or the "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period of one (1) year commencing on October 01, 2022, (as hereinafter defined) and ending on September 30, 2023 (as hereunder defined) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof.

Renewal or Termination

1.2. County shall have the right and option to renew and extend the term of this Lease for four (4) additional one (1) year term under the same rates, terms, and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions. This lease shall terminate and become null and void without further notice of the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with

Article 1.4 or renewed and extended in accordance with this Article; and and holding over by County after the expiration of that term shall not constitute an renewal of the lease or give County any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If County holds over and continues in possession of the Leased Premises after expiration of this Lease or any extension thereof as provided in Article 1.2, County will be deemed to be occupying the Premises on the basis of a tenancy at sufferance, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for the County to hold over.

Termination

1.4 County may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the other party thirty (30) days written notice. Upon County electing to terminate, this Lease shall cease and come to an end as if the day of the termination 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 County on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on County's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 County agrees to pay to Lessor, during the term hereof, a monthly rental equal to the product of **Two-thousand three hundred and thirty-seven dollars and thirty cents** (\$ 2,337.30) per month, of the Premises as described in 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 the number of calendar days in the month, and multiplying the result by the number of days remaining in the month that includes the Commencement.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 20 2022.

Agenda Item No. 87428

Executive Office: *MS*

VENDOR:

BIC Development Corp

COUNTY:

COUNTY OF HIDALGO

Richard A. Garza

Richard A. Garza (Sep 23, 2022 10:43 CDT)

Richard A. Garza, President

Richard F Cortez

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Robert Vina III

Robert Vina III (Sep 23, 2022 11:16 CDT)

Robert Viña III, Assistant District Attorney

Arturo Guajardo Jr

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)