

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**FIRST AMENDEDMENT TO LEASE AGREEMENT**

This **Amendment to Lease Agreement by and between the County of Hidalgo, Texas and ARISE Las Milpas, Inc.** is made this 9<sup>th</sup> day of August, 2016, between the parties, as follows:

**WHEREAS**, on September 18, 2006, Hidalgo County (the "Lessor") entered into a Lease Agreement (the "Lease Agreement") with ARISE Las Milpas, Inc. as lessee (the "Lessee"), in which the Lessee would rent that certain tract of land located in Hidalgo County from the Lessor as described in the Agreement;

**WHEREAS**, Hidalgo County desires to ratify and confirm the terms and provisions of the Lease Agreement and add an additional one (1) term of five (5) years option to renew and extend the terms of the "Lease" on the terms and conditions as provided in original lease agreement; and

**WHEREAS**, the parties desire to amend the Lease as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the terms and provisions of this First Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **COUNTY OF HIDALGO, TEXAS** as Lessor, and **ARISE Las Milpas, Inc.**, as Lessee effective as of the 16<sup>th</sup> day of August, 2016 (the "Effective Date") hereby agrees to the following amendment to the Lease:

**ARTICLE 2. LEASE TERM**  
**2.01**

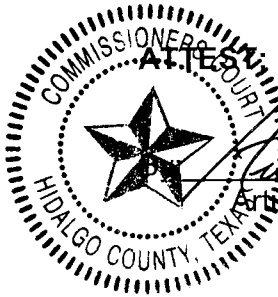
- 1. This lease** shall be for a term of five (5) years (hereinafter referred to as the "Lease Term"), commencing on September 18, 2006, and ending on September 17, 2011: subject, however, to earlier termination as hereinafter provided. Lessor shall have the right and option to renew and extend the term of this Lease for two (2) additional five (5) year terms. If Lessor desires to renew and extend the term of this Lease for such renewal period, Lessor must give Lessee written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the terms and conditions as provide herein.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **COUNTY OF HIDALGO, TEXAS** and Lessee ratify and confirm the terms and provisions of the Lease as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**COUNTY OF HIDALGO**

By: Ramon Garcia  
Ramon Garcia, County Judge



Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/16/16 mb

**ARISE Las Milpas, Inc.**

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

Printed Name: \_\_\_\_\_

**APPROVED AS TO FORM:**  
**Office of Criminal District Attorney**

By: Victor M. Garza  
Victor M. Garza  
Assistant District Attorney

# 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.**

ARISE Las Milpas  
 Pharr, TX United States

Certificate Number:  
 2016-95534

Date Filed:  
 08/05/2016

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

Hidalgo County Precinct 2

Date Acknowledged:  
 08/08/2016

**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-06-212-09-18  
 Lease agreement

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

# 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.

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Certificate Number:  
2016-95534

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Date Acknowledged:

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

ARISE Las Milpas  
Pharr, 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 Precinct 2

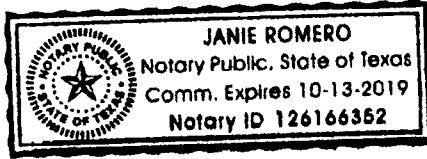
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

c-06-212-09-18  
Lease agreement

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.



*Lozdes Flores*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lozdes Flores, this the 5<sup>th</sup> day of August, 2014, to certify which, witness my hand and seal of office.

*Janie Romero*  
Signature of officer administering oath

Janie Romero  
Printed name of officer administering oath

Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2016

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).

<b>PRODUCER</b> Artex Risk Solutions, Inc. (CB) Two Pierce Place Itasca IL 60143-3141	<b>CONTACT NAME:</b> Christian Brothers Services <b>PHONE (A/C, No., Ext):</b> 800-807-0300 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No.):</b> 630-378-2508
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CHRIBRO-14 Brothers of the Christian Schools & Affiliates Loc #1024018 ARISE 1205 Windham Parkway Romeoville IL 60446-1679	<b>INSURER A :</b> Pennsylvania Manufacturers Assoc In <b>NAIC #</b> 12262	
	<b>INSURER B :</b> Old Republic Insurance Company <b>NAIC #</b> 24147	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

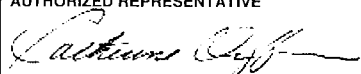
**COVERAGES**      **CERTIFICATE NUMBER:** 977088256      **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	821600 0578617	6/15/2016	6/15/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Included MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$N/A PRODUCTS - COMP/OP AGG \$Included \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MWTB21543	6/15/2016	6/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC 117226 04	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Ltd. Prof. Healthcare		821600 0578617	6/15/2016	6/15/2017	\$1,000,000

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

Only the General Liability coverage will apply on a Primary and Non-Contributory basis (per attached endorsement) if required by fully executed written contract. Certificate Holder is added as an Additional Insured (per the attached endorsement) for General Liability coverage solely, strictly, and specifically with regards to:  
 services provided by ARISE.

<b>CERTIFICATE HOLDER</b>  Hidalgo County 2812 S Highway Bus 281 Edinburg TX 78539	<b>CANCELLATION</b>  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 
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**PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY**

Attaching to and forming part of Policy No. 821600 0578617

Named Insured: THE RELIGIOUS AND CHARITABLE RISK POOLING TRUST OF THE BROTHERS OF THE CHRISTIAN SCHOOLS AND AFFILIATES

Effective date of this endorsement is June 15, 2016

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement

**SECTION 1: Schedule**

**Name of Additional Insured Person(s) Or Organization(s):**  
  
ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT FOR THAT PERSON OR ORGANIZATION TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

**Designated Location(s) Of Covered Operations**

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

**Section II Insuring Agreement C - Name of Insured Amended**

- A. **Who Is An Insured** defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above. but only with respect to liability in the performance of the Named Insured's ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured's acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV –General Conditions, Section II, Insuring Agreement C-General Liability.  
  
This insurance is primary insurance as respects to this coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
- C. **Who Is An Insured** is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the "Named Insured's work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

The most we will pay is the amount of insurance required by the written contract or the amount of applicable limits of insurance under this policy; whichever is less.

This Insurance does not apply to any claims or suits seeking damages, including defense, arising out of, directly or indirectly, from any actual or alleged participation in any act of sexual misconduct, sexual harassment, sexual molestation, sexual abuse or any claim sexual in nature, physical or mental, of any person.

Except as amended in this endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this endorsement is attached and only applies to the extent permitted by law.



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

E-16-296-08-16

August 11, 2016

ARISE Las Milpas  
Lourdes Flores  
125 E. Denny Drive  
Pharr, TX. 78577

Via: Email: [floreslourdes.arise@gmail.com](mailto:floreslourdes.arise@gmail.com)

Re: E-11-264-09-06  
Renewal/Extension – Hidalgo County - "Lease of Land (With Improvements) to a Non-Profit Organization"

Dear Ms. Flores:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the one (1) five (5) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Friday, August 12, 2016**, via email to: [heidilortiz@co.hidalgo.tx.us](mailto:heidilortiz@co.hidalgo.tx.us) so as to meet the agenda request form deadlines. **Upon receipt of the signed extension**, I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, August 16, 2016** for discussion, consideration and action.

Signature: Lourdes Flores  
Print: Lourdes Flores

Date: 8/12/16 August 16, 2016

***Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.***

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar

Hidalgo County Purchasing Department



PURCHASING DEPARTMENT  
County Of Hidalgo

ARISE Las Milpas  
Andrea Olvera, President  
125 E. Denny Drive  
Pharr, Texas 78577

**CERTIFIED MAIL**  
**7099 3220 0002 9745 6432**  
Via Facsimile (956) 783-2099

Re: Renewal/Extension C-06-212-09-18-Lease of Land (with Improvements) to a Non-Profit Organization

Dear Ms. Olvera:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 6, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 1, 2011, via facsimile to (956) 956-318-2629 or email to : [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

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

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

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

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

Sincerely,

Rocio Villarreal  
Contracts Manager  
Hidalgo County Purchasing Department



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Artex Risk Solutions, Inc. (CB)		NAMED INSURED Brothers of the Christian Schools & Affiliates, Including Loc. #: 1024007, SISTERS OF MERCY OF THE AMERICAS SOUTH CENTRAL COM INC 1205 Windham Parkway Romeoville, IL 60446	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_



The Princeton Excess and Surplus Lines Insurance Company

555 College Road East, Princeton, New Jersey 08543-5241 Phone: (800) 305-4954

**POLICY NUMBER:** G2-A3-EX-0000019-05 **GENERAL LIABILITY**  
**NAMED INSURED:** **The Religious and Charitable Risk Pooling Trust**  
**Of the Brothers of the Christian Schools and Affiliates**  
**COVERAGE TERM:** 6/15/2011 to 06/15/2012

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under SECTION II INSURING AGREEMENT C, GENERAL LIABILITY COVERAGE defined within the Coverage Agreement.

**SECTION I: Schedule**

**Name of Additional Insured Person(s)  
Or Organization(s):**  
ANY PERSON OR ORGANIZATION WHEN YOU HAVE  
AGREED IN A WRITTEN CONTRACT FOR THAT  
PERSON OR ORGANIZATION TO BE ADDED AS AN  
ADDITIONAL INSURED ON YOUR POLICY.

**Designated Location(s) Of Covered  
Operations**

If no entry appears above, information required to complete this endorsement will be shown in the Certificate of Coverage as applicable to this endorsement.

**Section II Insuring Agreement C –Name of Insured Amended**

- A. **Who Is An Insured** defined in the General Insurance Agreement is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability in the performance of the Named Insured’s ongoing operations for the Additional Insured(s) at the Location(s) designated in the Schedule above for "bodily injury" or "property damage", caused in whole or in part, by the Named Insured’s acts or omissions which takes place after the execution of a written agreement with the Additional Insured(s).
- B. For the coverage provided by this endorsement: the following paragraph is added to Section IV – General Conditions, Section II, Insuring Agreement C - General Liability.

This insurance is primary insurance as respects to this coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- C. **Who Is An Insured** is also amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the “Named Insured’s work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Section III**

All Other terms and conditions of the Insuring Agreement remain unchanged.



### **ARTICLE 3. RENT**

Lessee agrees to and shall pay Lessor as rent for the Leased Premises, the sum of One Dollar (\$1.00) per year payable in advance.

### **ARTICLE 4. TAXES**

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all improvements and other property thereon, whether belonging to Lessor or to Lessee. Lessee shall pay all such taxes, charges, and assessments, if any, to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save Lessor harmless from all such taxes, charges, and assessments.

### **ARTICLE 5. UTILITIES**

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the Leased Premises.

### **ARTICLE 6. USE OF PREMISES**

The sole permitted use of the Leased Premises by Lessee shall be for the location and operation of a park and recreational purposes including but not limited to literacy development for persons located in Hidalgo County, Texas.

### **ARTICLE 7. RENOVATION OF LEASED PREMISES**

#### **Improvements by Lessee**

7.01. Any and all plans for any improvements of the Leased Premises shall submitted to the Lessor for approval.

#### **Lessor's Ownership of Improvements and Fixtures**

7.02. It is expressly understood and agreed that, during the term of this Lease any all buildings, improvements, fixtures, of whatsoever nature at any time constructed or placed on any part of the Leased Premises if not removed by Lessee on or before the date of termination of the Lease shall be the property of Lessor.

#### **Ownership of Improvements and Fixtures Upon Expiration or Termination**

7.03. Lessee covenants and agrees that at the expiration of this Lease or upon its

earlier termination as provided herein, if Lessee has not removed any buildings, improvements or fixtures constructed or placed on the Leased Premises prior to the expiration or termination of this Lease, Lessee shall peaceably deliver possession of the Leased Premises and all improvements, including any buildings, improvements and fixtures which the Lessee may have brought, placed or constructed upon the Leased Premises to the Lessor.

## **ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE**

Lessee shall not encumber the leasehold interest.

## **ARTICLE 9. REPAIRS**

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

Except as otherwise provided herein, Lessee, at Lessee's own cost, hereby agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements located on the Leased Premises in a good state of appearance and repair, reasonable wear and tear excepted.

## **ARTICLE 10. CONDEMNATION OR CASUALTY**

In the event all or any part of the Leased Premises shall be damaged by fire, casualty or other causes, or in the event all or any part of the Leased Premises is taken in any condemnation proceedings, Lessee shall have the right to cancel this Lease, if in the judgement of Lessee such casualty or condemnation proceeding has made the Leased Premises unsatisfactory for use by the Lessee.

## **ARTICLE 11. INSURANCE**

11.01. Lessee agrees to keep in force, at its sole cost, comprehensive general liability insurance applicable to the Leased Premises. Said insurance shall contain minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof be amended. Such policy(s) shall include Lessor and Lessee as named insured. Such policy(s) of insurance shall be issued by insurance company(s) acceptable to Lessor, shall provide for written notice to Lessor by the insurance underwriter not less than ten (10) days in advance of the date of any cancellation, and Lessor promptly shall be furnished a duplicate original of such policy.

### **Indemnification**

11.02. Lessee shall indemnify and hold Lessor harmless from and against all claims, actions and demands of any nature whatsoever arising from personal injury or

death to any person or from losses of or damages to any property, which claims, actions and demands allegedly result from any act or omission of Lessee, or of any of its agents, employees, licensees or invitees or occasioned by the failure of Lessee to maintain the Leased Premises in safe condition, or from any act or omission relating to the use and/or storage of any equipment, materials, supplies or other things of any nature whatsoever related to or in connection with the use and operation of the Leased Premises, and/or the performance of this Lease; and Lessee shall reimburse Lessor all expenses or costs incurred by Lessor in connection with any investigation, handling, settlement, defense and/or enforcement of any rights concerning the Leased Premises and/or the performance of this Lease and/or any and all such claims, actions and demands, and shall pay any and all judgments, awards, and/or settlements resulting therefrom, except only any such claim, action or demand which allegedly was caused solely by the negligence of Lessor.

## **ARTICLE 12. ASSIGNMENT AND SUBLEASE**

### **Assignment and Subletting by Lessee**

12.01. Lessee shall have the right, upon obtaining the prior written consent of Lessor, to assign this Lease, and any interest therein, and to sublet in writing all of Lessee's obligations under this Lease.

### **Assignment by Lessor**

12.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease.

## **ARTICLE 13. DEFAULT AND REMEDIES**

### **Termination on Default**

13.01 Should Lessee default in the performance of any covenant, condition, or agreement in this Lease, and such default is not corrected within thirty (30) days after receipt of written notice from Lessor to Lessee, Lessor may declare this Lease, and all rights and interest created by it, to be terminated. Upon Lessor electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof.

### **Other Remedies**

13.02. Any termination of this Lease as herein provided shall not relieve Lessee from any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing such claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. No waiver by Lessee of a breach of any of the covenants, conditions, or

restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

**ARTICLE 14. WARRANTIES**  
**Lessor's Warranty of Title**

14.01. Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises subject to covenants, conditions, restrictions, easements, and other matter of record.

**Lessor's Warranty of Quiet Enjoyment**

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

**ARTICLE 15. GENERAL PROTECTIVE PROVISIONS**

**Right of Entry and Inspection**

15.01. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Leased Premises for the purpose of inspection, to determine whether Lessee is in compliance with the terms of this Lease and for the purposes of maintaining, repairing or altering the Leased Premises.

**No Partnership**

15.02. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture.

**Force Majeure**

15.03. It is expressly understood and agreed that the performance of any other covenant, agreement, obligation, or undertaking herein contained is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

**No Waiver**

15.04. No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, stipulation hereof.

**ARTICLE 16. MISCELLANEOUS**

**Notices**

16.01. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, return receipt requested, addressed to the property party. The date of mailing of any notice under this Agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties to this Agreement are as follows:

**LESSOR:**

**County of Hidalgo  
Attn: County Judge  
100 E. Cano St.  
Edinburg, Texas 78539**

**LESSEE:**

**ARISE Las Milpas  
Attn: Lupita Negrete  
125 E. Denny Drive  
Pharr, Texas 78577**

**Parties Bound**

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

**Texas Law to Apply**

16.03. 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.

**Legal Construction**

16.04. In case any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **Prior Agreements Superseded**

16.05. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### **Amendments**

16.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

### **Rights and Remedies Cumulative**

16.07. The rights and remedies provided by this Lease Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have law, statute, ordinance, or otherwise.

### **Attorney's Fees**

16.08. In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder any prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other property.

### **Time of Essence**

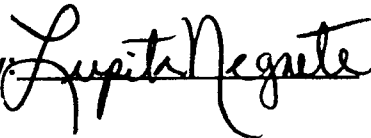
16.09. Time is of the essence of this Agreement.

THIS LEASE has been executed by the parties on the date and year first above written.

**LESSOR:**  
**COUNTY OF HIDALGO, TEXAS**

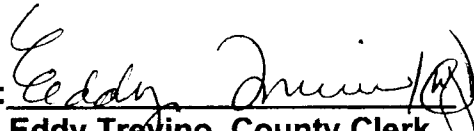
By:   
Ramon Garcia, County Judge

**LESSEE:**  
**ARISE Las Milpas Inc.**

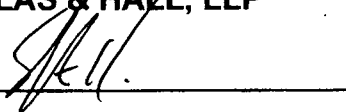
By: 

Approved by Commissioners' Court  
on 9-19-06 *ah*

**ATTEST:**

By:   
Eddy Trevino, County Clerk

**APPROVED AS TO FORM:**  
**ATLAS & HALL, LLP**

By: 



# **EXHIBIT "A"**

## **REQUIREMENT, SPECIFICATIONS, AND QUALIFICATIONS**

Proposal  
for  
**HIDALGO COUNTY PRECINCT NO. 2**  
**"LEASE OF LAND (WITH IMPROVEMENTS) TO A NON PROFIT ORGANIZATION"**  
**RFP NO: 06-212-06-07-VGG**

To: Martha L. Salazar, CPPB/Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Specifications.

Respectfully submitted,

Bidder: ARISE LAS MILPAS  
Address: 125 E. Denny Pharr, TX. 78577  
By: Lupita Negrete  
Printed Name: Lupita Negrete  
Title: President

**SECTION I**

**REQUIREMENTS, SPECIFICATIONS  
AND QUALIFICATIONS**

**County of Hidalgo**  
**Request for Proposals**  
**"Lease of Land (with improvements) to a Non Profit Organization"**  
**Exhibit A**

**"Project Introduction, Overview and Instructions"**

---

**I. INTRODUCTION**

The County of Hidalgo has determined that there is available Land not needed by the County. Therefore, the County of Hidalgo is offering lease of land (with improvements) to a non-profit organization qualifying under section 501 (c) (3) Internal Revenue Code of 1986, as amended. Hidalgo County is requesting proposals for the provision of non-profit, family oriented educational services for the constituency of the County.

**II. PROJECT OVERVIEW**

The County of Hidalgo encourages organization and/or programs of this nature to submit their proposals. The County of Hidalgo's "Notice" of availability of land (with improvements) is located at 125 East Denny, Pharr, Texas 78577. The land consists of approximately 91'x100' and the improvements consist of approximately 2,127 square feet. (See Attachment 1)

**III. PROGRAM REQUIREMENTS**

**A. WHO MAY APPLY**

All individuals and/or non-profit organizations under the Internal Revenue Code described above wishing to provide educational services to families in Hidalgo County.

**B. ALLOWABLE USE OF FACILITIES**

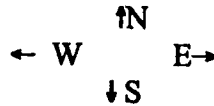
**Eligible Organizations**

- \*Personal/ Staff Development Coordination
- \*Education Programs focusing on integration and relating to Cultural Awareness
- \*Job Orientation
- \*Networking
- \*Advocacy Skills
- \*Leadership & Community Development Workshops
- \*Family Literacy/ Enrichment/ Development programs and activities

**NOTE:** Individuals and "for-profit" organizations are not eligible.

**IV APPLICATION SUBMISSION**

- A.** To be considered, responses to this Request for Proposals (RFP) must follow the attached format:

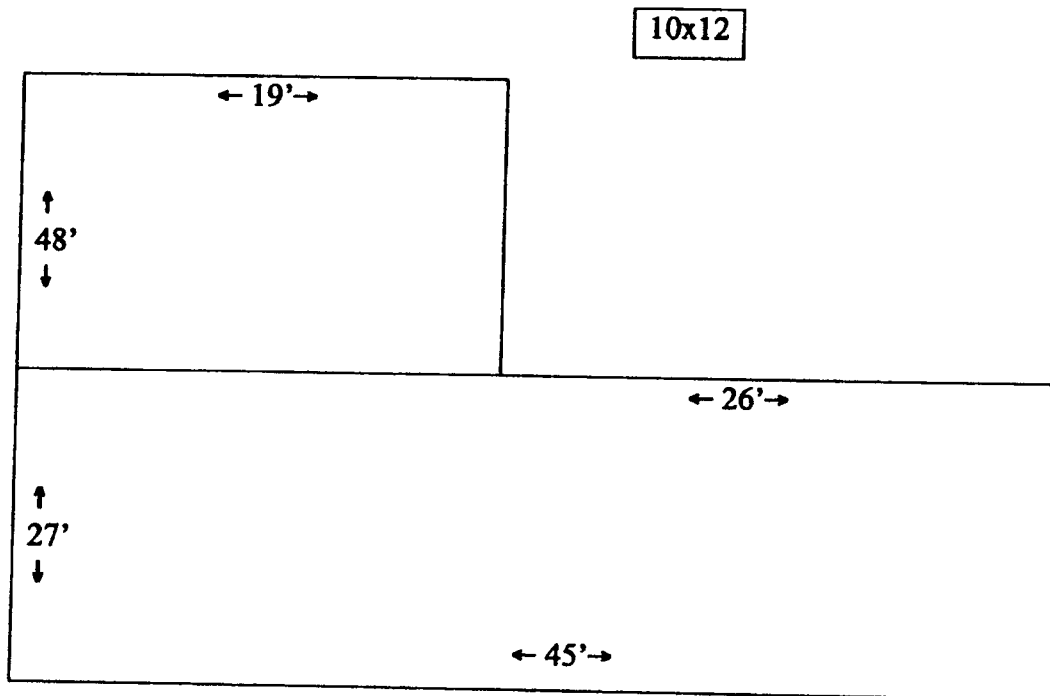


Lot Size: Approximately 91' x100'

Approximate Improvements: 2,127 Sq. Ft.

Land is fenced in with a U-Shaped Paved Driveway

Paved Sidewalk around Structure



Physical Inspection of Arise Building- Las Milpas, Texas  
04/12/06

“Lease of Land (with improvements) to a Non-Profit Organization”  
RFP No. 06-155-05-03-VGG

**Instructions for Preparing Proposals.** The County of Hidalgo requests one original proposal and seven (7) copies. All proposals must be received by no later than 9:30 A.M., Wednesday, JUNE 07, 2006, (or date extended via addenda, if any) and addressed to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

- B. Any questions concerning the “Lease of Land (with improvements) to a Non-Profit Organization” Request For Proposal shall be formally addressed to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

**All written inquiries will be accepted via facsimile no later than, Wednesday, May 31, 2006, at 5:00 p.m., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m., Friday, June 02, 2006.**

- C. Completeness of Application

County of Hidalgo will initially review all proposals to determine whether all required elements are present and clearly identifiable. (10 or 12 pt./ 1 inch margins) The required elements are enclosed. **Each of the required elements must be present and clearly identified. Failure to do so may result in rejection of the proposal.**

- D. *Closing Date*

**All proposals must be received by the Hidalgo County Purchasing Department no later than 9:30 A.M., Wednesday, May 03, 2006 (or date extended via Addenda, if any). (Postmark date is not sufficient.) Proposals will not be accepted via facsimile machine transmission or electronic mail.**

- V. **SELECTION NOTIFICATION**

Proposals will be graded using a score sheet and based on the points assigned to the evaluation criteria described herein.

The County of Hidalgo has sole discretion and reserves the right to reject any, or all proposals received in response to this RFP if it is deemed in the County's best interest. The RFP does not constitute a commitment by the County to award a contract, to pay costs incurred in the preparation of the proposal, nor act on the part of the offeror to produce a contract for services or supplies.

**EXHIBIT "B"**

**COST PROPOSAL**

# PROPOSAL PAGE

## COUNTY OF HIDALGO

### "LEASE OF LAND (WITH IMPROVEMENTS) TO A NON PROFIT ORGANIZATION"

RFP No.: 06-212-06-07-VGG

Lease Proposal:

A. Initial term:

ARISE Las milpas ORGANIZATION PROPOSES TO PAY HIDALGO COUNTY THE SUM OF \$1.00 DOLLARS PER MONTH FOR THE LEASE OF LAND (WITH IMPROVEMENTS) FOR THE INITIAL TERM OF FIVE (5) YEARS AND AGREES TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

Amount written out: One and xx/100

B. Lease Extension(s):

ARISE Las milpas ORGANIZATION PROPOSES THE COUNTY'S OPTION FOR AN ADDITIONAL FIVE (5) YEARS EXTENSION AT A SUM OF \$1.00 DOLLARS PER MONTH AND AGREES TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

Amount written out: One and xx/100

ORGANIZATION: ARISE Las Milpas

ADDRESS: 125 E. Denny

CITY: Pharr STATE: Texas ZIP CODE: 78577

PHONE NO: (956) 783-9293 FAX NO: 956) 783-2099

AUTHORIZED SIGNATURE: Lupita Negrete

PRINTED NAME: Lupita Negrete

TITLE: President

DATE: 6-2-06

Lease of Property to Non-Profit Organization  
Exhibit B

I. Program Abstract

A brief history report: ARISE has been in existence for 19 years serving the Las Milpas area neighborhoods and the ARISE Center has been located at 125 E. Denny Pharr, TX 78577 for 15 years. The Center has been leasing Lots 70 and 71, Block 7 in the Hidalgo Park Estates Subdivision in Hidalgo County, Texas. Our need is to renew the lease and continue at this location to serve these communities.

Aproximately 4 staff members and 1 volunteer are involved in this project. The goal is to serve aproximately 800 families annually and have been successful enough to where family participants are now refering others to our program..

ARISE is community based and at the reach of surrounding areas and most people can easily walk to our Center. ARISE provides education and educational skills, community organization and organizational skills, leadership and the motivational skills needed for a community to believe in itself and transform itself from within. ARISE teaches the English-speaking *colonia* residents how to teach their non-English speaking neighbors basic conversational English. ARISE also empowers the people to do what they can for themselves. ARISE is unique in the way that people are educated where they feel most at home -- with their own neighborhoods, in small groups. Basic education and organization for eductaion is the purpose of ARISE.

ARISE has as a major objective in the enablement of the local people in determining their own future. The animators are all from the communities who have had some opportunity to learn English.. ARISE trains these animators to pass on the skills they have and at the same time help them increase their own skills and become more confident.

Throughout its 19 years, ARISE has increased the programs to serve in other areas. (See enclosed ARISE flyer). New programs have been placed to serve in increasing the people's creativeness and self-esteem. ARISE now has ARISE Volunteer Corp. Program, Networking (Linking outside agencies with the community and vice versa), Strengthening Families Program, Advocacy Skills, Mercy Visits and Education/Immersion Programs relating to Cultural Awareness and more.

Other programs are also in place through other ARISE Centers like English Language Development for Children, Summer Program, Youth Activities, Arts & Crafts, Sewing Classes and much more.

ARISE keeps an update on records of participants and evaluates twice a year by individual contact and conversation with participants and staff. Group conversation with staff is also essential for evaluating programs and progress. We have committees in place for programs and evaluations and some local community persons are members.

**II. Program Needs Assessment**

The ARISE Las Milpas Center is located centrally to communities being served about five miles South of Pharr, TX. The surrounding areas are of families whom the majority are of low-income status. Some having transportation and others do not. While ARISE staff do a lot of home visits, they can only cover so much per day and there are times when people need to come by the Center for certain reasons and the location of the Center is accessible to many who do not have transportation.

There is great amount of collaboration with Casa de Esperanza Organization located on Cisne and Ruisseñor Roads. Even then some participants are served by this organization in certain areas and by ARISE on others. We believe that Casa de Esperanza and ARISE compliment each other very well in working within these same communities. ARISE also has the collaboration of the local Public Schools. Contact is maintained with the children that participate at ARISE and their progress at school.

In Description below, it can easily be seen that the location of ARISE Center is within reach to the surrounding communities being served. These named are only a few from the many other subdivisions recently developed.

El Capote  
Southfork  
Los Ebanos  
San Felipe

Las Haciendas  
Hidalgo Park #1

Rancho Sanchez  
Valle Alto

Las Milpas

7 Encinos  
Villas del Valle

ARISE CENTER  
125 E. DENNY DR.  
Lots 70 & 71  
Hidalgo Park #2  
Universal Estates

Los Ranchitos  
Estrella  
La Quinta  
Sol Brilla  
San Miguel

The lots in question for renewal of lease are located in the perfect place for the surrounding communities. ARISE continues with extreme energies and commitment to these South of Pharr *colonias* and subdivisions, County of Hidalgo.

### III. Program Description Narrative.

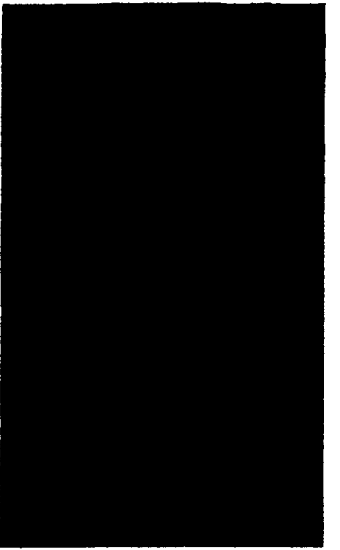
(Also see attached ARISE flyer)

ARISE provides education and educational skills, community organization and organizational skills, leadership and the motivational skills needed for a community to believe in itself and transform from within. ARISE teaches the English-speaking people how to teach non-English speaking neighbors basic conversational English. ARISE empowers the people to do what they can for themselves. ARISE educates the people where they feel most secure in learning, at home in their own neighborhoods, in small groups. Basic education and organization for education is the purpose of ARISE.

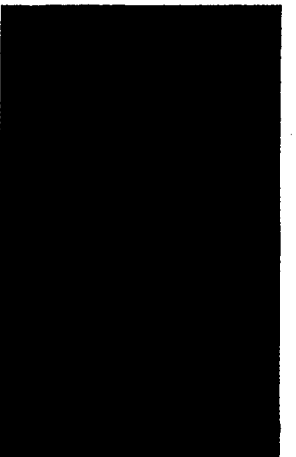
Adults are also learning the use of computers and internet. Local highschool and college youth (Tekies) have organized together with ARISE and IDRA of San Antonio to teach parents these skills. With technology advancing so rapidly, parents will have a sense of these changes and not be so lost in understanding some of the system and be up to date with their children's educational needs and progress. The computers used have been donated to ARISE from sources who upgraded their system. Although the computers are used and somewhat outdated, they are serving our purpose very well.

Besides skills for parents ARISE also focuses on the needs of the children of these parents. With the ARISE English Language Development for Children Program, the children are provided with extra help they might need in succeeding in our school system. In the summer time, the children continue with our six week Summer Program where they learn arts & crafts and play sports and participate in the Summer Reading Program.

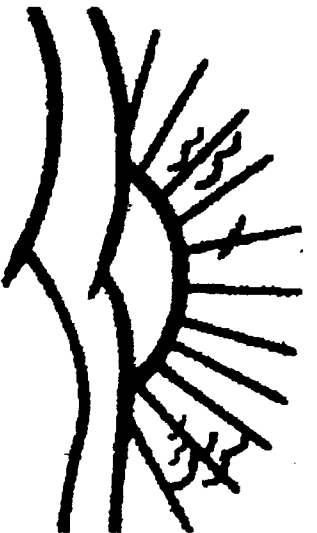
ARISE has grown much since it was first established in 1987. The people know we are here and they can come at any time when they need to or even if it is just to visit. The people know this is their program and feel they belong. For ARISE to continue serving the people in these communities, we need to remain at this location. The building is already in place but it is important for ARISE to be able to continue with the use of the lots is question.



**Advocacy**



**Personal Development**



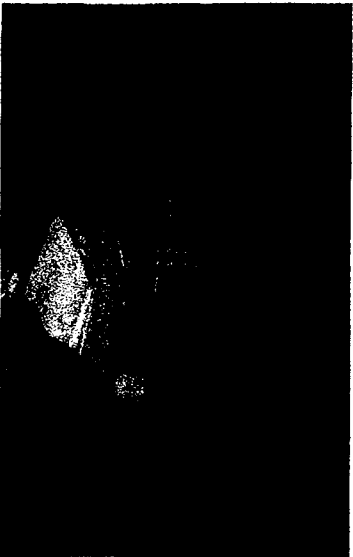
**A - A**

**R - Resource**

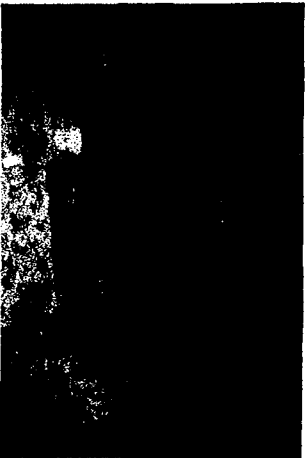
**I - In**

**S - Serving**

**E - Equality**



**Strengthening Families**



**Job Orientation**

**ARISE—Las Milpas**

Founded May 1987

**“Of the people, by the people, for the people.”**

✉ 125 East Denny

Pharr, TX 78577

☎ (956)783-9293  
FAX (956)783-2099

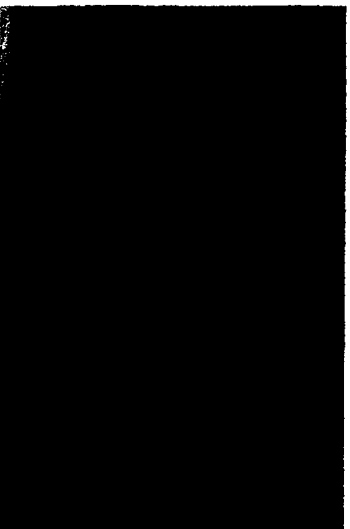
**ARISE-Las Milpas**

**[www.arisesotex.org](http://www.arisesotex.org)**



**Visitors**

**ARISE-Las Milpas** is a non-profit organization, co-sponsored by three Religious Congregations—the Daughters of Charity, St. Louis Province; Sisters of Mercy of the Americas, St. Louis Region; Sisters of Charity of the Incarnate Word, Houston Province.



With Education the World is in your Hand



ARISE-Las Milpas is a Community Development Program for persons who are immigrants to the USA, primarily from Mexico. The transition from struggle for survival to success in an education based society is HUGE. ARISE-Las Milpas is there to lend a hand.

#### Vision of ARISE-Las Milpas

Because it believes that each person is created in the image and likeness of God and is therefore with gifts and talents.

Because it believes that each community is, from within itself, blessed with persons who can work together to respond to the needs of their own community.

ARISE-Las Milpas focuses itself on a consistent program of Human Development together with training in leadership and community organization for families, so as to build their capacity to be leaders, organizers and capacity builders for yet other families within their community.

## ARISE-Las Milpas Programs

- Staff Development coordination
- Border Witness: Education/Immersion Programs relating to Cultural Awareness, Border Issues
- ARISE Volunteer Corp.
- Visitor's Program
- Job Orientation
- Networking (Linking outside agencies with the community and vice versa)
- Strengthening the Family
- Advocacy skills
- Leadership & Community Development Workshops (for ARISE & sister agencies)
- Local fundraising
- Mercy Visits

## Philosophy of ARISE-Las Milpas

### **The Cornerstone:**

The Spirit of the Lord is upon me, because God has chosen me to bring good news to the poor. God has sent me to proclaim liberty to captives and recovery of sight to the blind, to set free the oppressed and announce that the time has come when the Lord will save his people. (Luke 4:18-19, Isaiah 61:1-2)

- Observe (what's going on), decide an action, act, evaluate, and celebrate.
- ARISE-Las Milpas is not here to create a perfect system. ARISE-Las Milpas is here to serve the people.
- Home visits and personal contact are the ordinary ways for ARISE-Las Milpas to communicate with the people.
- ARISE-Las Milpas does not do for the people what the people can do for themselves.
- Our hospitality should be cordial; now cordial means something that refreshes, enlivens, and invigorates.

**ARISE-Las Milpas** is a collaboration of 5 separately incorporated 501 (c) (3) non-profit organizations each dedicated to building community so that families feel strong from within. ARISE-Las Milpas is one of these collaborators.

#### **IV. Program Evaluation Design**

**The evaluations for the organization has its structure and reports given to the appropriate place. Several committees are in place to help with evaluating the programs for progress and needs still to be met. Starting with one to one conversation with the participants and committee members visiting on-going sessions of programs are two excellent ways to start the evaluation process. The staff then meets together with the committees and prepare reports for the Board and the Corporate Members. All reports are in writing, filed and are available for future review.**

**Corporate Members**

**Board of Directors**

**ARISE Las Milpas Center**

**Committees:**

**Financial  
Programs  
Evaluations  
Search**

**ARISE is willing to comply with evaluation guidelines required and approved by Hidalgo County Commissioners Court.**

## V. Description of Interagency

ARISE is registered as a non-profit 501(c) k organization with the the state. (Attached is Secretary of State Certificate documents.)

ARISE is currently a VISTA site and will expire in August 2006. Three VISTA volunteers have worked with ARISE Las Milpas the past three years.

ARISE has been collaborating with other service providers and to name a few: Clinica de Milagro, Mujeres Unidas, CountyHealth Clinic, Su Casa de Esperanza, Texas A&M Extension Services, Migrant Health Promotions, Mexican American Cultural Center of San Antonio, Intercultural Development Resource Center of San Antonio, Mexican Consulate of McAllen and Libraries of Hidalgo, Alamo and Pharr.

Some services are referrals on services for participants and others are for presentations, orientation and training for participants and ARISE staff.

## VI. Description of Funding Support

ARISE is co-sponsored by three religious congregations -- The Daughters of Charity, St. Louis Province; Sisters of Mercy of the Americas, St. Louis Region; Sisters of Charity of the Incarnate Word, Houston Province. ARISE also recieves funds from the Private Sector, Foundation Grants, Donations and Fund Raising.

Organizations like Clinica de Milagro and Texas A&M Extension and others provide services for the ARISE participants whether it is direct service to them or provide presentations of their services to community groups brought together by ARISE.

Participants provide a certain number of contributed service hours and volunteers from Universities and other organizations come to serve in the ARISE Summer Program for six weeks bringing with them materials for the activities. In our ending fiscal year of 2005-06 Data Sheet are estimated amounts due to these services.

Attached is the current projected annual budget and the annual data sheet for '05-'06.

ARISE -Las Milpas		
Projected Income - Expense		
July 1, 05- June 30, 06		
INCOME		
CODE		
2150	Grants	\$86,850.00
2661	Fundraising	\$0.00
3340	Investment Income	\$4,000.00
3345	Other Income(Rent,Fees)	\$0.00
3500	Gifts and Donations	\$0.00
3530	Sale of Property(Cars)	\$0.00
3599	Misc. Donations (services)	\$0.00
TOTAL INCOME		\$90,850.00
EXPENSES		
1330	Buildings/Shed/mob. home	\$600.00
1390	Vehicle Purchased	\$0.00
1530	401(k)Contributions	\$200.00
4100	Books,Professional Material	\$50.00
4150	Audiovisuals	\$100.00
4155	Computer Related	\$150.00
4160	Prog. Materials/Enrichments	\$500.00
4220	Adv/Public Relations	\$350.00
4230	Recognition Events	\$200.00
4504	Program Equipment	\$50.00
5041	Food (Visitors, Vol., Staff, etc)	\$1,000.00
5140	Household Supplies	\$500.00
5444	Auto Gasoline	\$2,000.00
5460	Auto Lic., Fees & Ins.	\$2,500.00
5485	Auto Repairs, Maint. and Replacement	\$3,000.00
5620	Rent	\$0.00
5645	Utilities	\$1,800.00
5810	Contract Serv. (copies, etc)	\$350.00
5870	Center Maint & Repair	\$500.00
5875	Mainten. of outside property	\$300.00
8001	Salaries	\$43,850.00
8002	Stipends for Profess./consul.	\$0.00
8051	Office suppl./printing/repairs	\$1,000.00
8052	Postage	\$100.00
8053	Telephone	\$650.00
8055	Workshops/conf/staff enrich.	\$300.00
8064	Member, Fees, Dues,subs	\$50.00
8100	Gifts	\$650.00
8101	Donations	\$1,500.00
8200	Property Insurance	\$0.00
8300	Property Taxes	\$0.00
8410	ARISE Payroll Taxes	\$10,000.00
8411	Workers' Comp.	\$2,000.00
8412	Medical Insurance	\$13,000.00
8413	Pension PI/Ret. Ben.	\$3,000.00
9300	Land Purchase	\$0.00
9330	Building Construction	\$0.00
9351	Furn. & Equip(Cap. Exp)	\$600.00
EXPENSES TOTAL		\$90,850.00
09/07/2005		

*JA* A.) Requesting acceptance and approval of first amendment to lease agreement C-06-212-09-18 - "Lease of Land (with Improvements) to a Non-Profit organization" with ARISE Las Milpas. Amendment to add an additional one (1) term of five (5) years option to renew and extend the terms of the "Lease" on the terms and conditions as provided in original lease agreement.

B.) Authority to exercise the final term of five (5) years extension option as provided under the current amended contract for Hidalgo County "Lease of Land (with Improvements) to a Non-Profit Organization" under the same rates, terms, and conditions with ARISE Las Milpas.

*JA* E. **Pct. 3**

1. **AI-56194** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for for Pct. 3 "ON CALL" & "AS NEEDED".

	JAVIER HINOJOSA ENGINEERING	FULCRUM CONSULTING SERVICES	ARANDA & ASSOCIATES
EVALUATOR NO. 1	98	86	92
RANKING	1	3	2

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of Javier Hinojosa Eng for professional engineering services for Pct. 3 "ON CALL" & "AS NEEDED".

F. **Pct. 4**

*JA* 1. **AI-56196** a. Acceptance and approval of a professional services agreement #C-16-329-09-06 with B2Z Engineering for (on call) "Engineering Services" for the purposes of: "Road and Bridge, C.I.P. and Other Projects in General" located within Hidalgo County Precinct No. 4. *B2Z*

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

c. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of Engineering Firms for the provision of (on call) "professional engineering services" for "Construction Material Testing / GEO Technical Services" for projects located within Hidalgo County Precinct 4;

**ENGINEERING FIRMS:**

Totals			
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**Zimbra**

**heidi.ortiz@co.hidalgo.tx.us**

**Amendment to Lease Agreement**

**From :** Victor Garza  
<victor.garza@da.co.hidalgo.tx.us>

Fri, Aug 12, 2016 10:02 AM

**Subject :** Amendment to Lease Agreement

**To :** Martha Salazar  
<martha.salazar@co.hidalgo.tx.us>,  
Heidi Garcia Ortiz  
<heidi.ortiz@co.hidalgo.tx.us>,  
Monica Badillo  
<monica.badillo@co.hidalgo.tx.us>,  
Armando Garza  
<armando.garzajr@co.hidalgo.tx.us>

Ms. Salazar,

our office has reviewed the proposed amendment to the lease agreement between the County of Hidalgo and ARISE Las Milpas, Inc., and approve as to the form of the agreement.

Thank you for your time and consideration.

**Victor M. Garza**

*Assistant District Attorney*

Civil Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

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