

**HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/C&R DIVISION**

TO: Martha L. Salazar, CPPB, Hidalgo County Purchasing Director
FROM: Juan M. Alvarado, C&R Manager
DATE: 04/04/2019
SUBJ: *Property Report-San Carlos Warehouse - Bldg# 3*



San Carlos Warehouse Bldg# 3 - ID# 3147 | 230 N. 86th Street, San Carlos, TX 78539

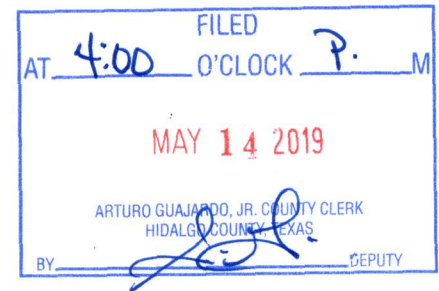
HCAD # 274777
San Carlos Whse Complex

Notes:

1. This building is "currently vacant" since the center was moved to the new CRC Bldg.
2. "Head Start is interested in using this building as a classroom".
3. This building was built in 1990 and is part of the San Carlos Whse Complex.
4. The approximate area is about 1,246 SF (subject to verification and physical inspection).
5. Materials: CBK = Concrete and Block.

END OF REPORT

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The County of Hidalgo
2019-2021



WHEREAS, the **County of Hidalgo** acting by and through the **Hidalgo County Head Start Program** ("**Head Start**"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at **The County of Hidalgo**, hereinafter referred to as "**County**".

WHEREAS, the **County** desires to provide a facility for the **Head Start Program** to provide its services to qualified children of the service area in **Hidalgo County Precinct No. 4**.

NOW THEREFORE, The **County** and Head Start agree as follows:

1. Classes/Office Space

Head Start agrees to provide all personnel, supplies and equipment, during regular **Head Start** hours, in order to provide child development services for qualified children of the service area (the "**Services**"). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 p.m, as needed in the facility provided and designated by the **County**. The **County** will designate one (1) classroom located at 134 N. 86th Street, Edinburg, TX (the "**Facility**"); to be used by the **Head Start Program** for program services as described herein.

2. Term

The term of this Memorandum of Understanding will commence May 15, 2019 and terminate, June 30, 2021, unless earlier terminated as provided herein.

3. Facility

The **County** hereby agrees to provide one (1) classroom located in at 134 N. 86th Street, Edinburg, TX, on a year round basis for Head Start to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required in providing services. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the **Facility**. **Head Start** shall coordinate all programs and schedules with the assigned Liaison of the **County**. **Head Start** assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of **Head Start** on the premises of the **County**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to property of **Head Start** located on the premises of the **County**.

4. Rent

The **County** and **Head Start** have agreed that in an effort to be good stewards of public funds and for the benefit of the citizens of **Hidalgo County** and the **Head Start Program**, the rent shall be \$0.00 for the term of the MOU payable in advance within ten (10) days following the execution of the MOU.

5. Insurance

At all times during the term of this Memorandum of Understanding, **Head Start** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Head Start** agrees to carry insurance in the amounts shown below. **Head Start** will furnish the **County** with certificates of insurance covering all required policies.

- **Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:**

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- **Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000

- **Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name **County** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **County**. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to **County**.

6. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **COUNTY**, AND HOLD HARMLESS **COUNTY** AND THE **COUNTY OF TEXAS SYSTEM**, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED

BY, OR RESULTING FROM **HEAD START'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **HEAD START**, ANYONE DIRECTLY EMPLOYED BY **HEAD START** OR ANYONE FOR WHOSE ACTS **HEAD START** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, **COUNTY** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **HEAD START**, AND HOLD HARMLESS **HEAD START** AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **COUNTY'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF COUNTY, ANYONE DIRECTLY EMPLOYED BY THE **COUNTY** OR ANYONE FOR WHOSE ACTS THE **COUNTY** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

7. Other

The **County** agrees to collaborate with **Head Start** through community service projects such as: Week of the Young Child, Dia Del Libro, Adopt a Child, Holiday events, etc.

8. Termination

The **County** or **Head Start** shall have the right to terminate this Memorandum of Understanding for any reason or without cause upon thirty (30) days. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to **Head Start**: Hidalgo County Head Start Program
Attention: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540

If to **County**: The County of Hidalgo
Attention: Richard Cortez, County Judge
P.O. Box 1356
Edinburg, TX 78540-1356

With Copy to: Hidalgo County Precinct No. 4
Attention: Commission Ellie Torres
1051 Doolittle Rd.
Edinburg, TX 78542

9. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, **Head Start** agrees and acknowledges that **County** is entering into this Memorandum of Understanding in reliance on **Head Start's** special and unique knowledge and abilities with respect to the operation and management of the Services. **Head Start** accepts the relationship of trust and confidence established between it and **County** by this Memorandum of Understanding. **Head Start** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **County** in accordance with **County's** requirements and procedures, in accordance with the highest standards of **Head Start's** profession or business and in compliance with all applicable national, federal, state, and

Governing Law: This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

10. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the **Facility** to perform the Services and will have no right to use or access any other **County** facilities. **County** will permit **Head Start** to use the **Facility** in accordance with the license contained in this Section. **County** licenses the **Facility** in its current, "as is" condition to **Head Start** for use by **Head Start** and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the **Facility**. **County** may enter the **Facility** at any time for any reason. No unlawful activities will be permitted in the use of the **Facility**. **Head Start** will comply with all Applicable Laws in connection with the use of the **Facility**. **Head Start** will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the **Facility** or any other **County** facilities without the prior written approval of **County** and with project management of renovations by **County**. Upon approval by **County**, all modifications and/or repairs to the facility will be at the expense of **Head Start**.

Head Start will not harm the **Facility** or make any use of the **Facility** that is offensive as determined by **County**. Upon expiration or termination of this Memorandum of Understanding for any reason, **Head Start** will remove **Head Start** owned equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the **Facility** in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of **Head Start** not removed within thirty (30) days following the termination will be deemed abandoned by **Head Start** and **County** may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **Head Start**.

Head Start will not suffer any mechanic's lien to be filed against the **Facility** or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the **Facility** for **Head**

Start. Nothing in this Memorandum of Understanding will be construed as the consent of **County** to subject **County's** estate in the **Facility** or adjoining facilities to any lien.

The **Facility** is sufficiently equipped for **Head Start** to provide the services in accordance with the terms and conditions of this Memorandum of Understanding.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **The County of Hidalgo** and **HCHSP** to provide the children the best services available.

County of Hidalgo

Richard F. Cortez

Honorable Richard Cortez
Hidalgo County Judge

5/7/19
Date

Hidalgo County Precinct No. 4

Ellie Torres


Honorable Ellie Torres
Commissioner, Pct. 4

5/7/19
Date

Hidalgo County Head Start Program

Teresa Flores, Executive Director

Date

ATTEST

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

APPROVED BY
COMMISSIONERS' COURT
ON: 5/7/19 ms

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: SLC
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

Zimbra**elena.gomez@co.hidalgo.tx.us**

CC Agenda - San Carlos - MOU for 1 Calsroom

From : Ambrosio Tovar <ambrosio.tovar@hchsp.org> Thu, Apr 25, 2019 03:15 PM
Subject : CC Agenda - San Carlos - MOU for 1 Calsroom
To : 'Leticia Saenz' <leticia.saenz@co.hidalgo.tx.us>
Cc : teresa flores <teresa.flores@hchsp.org>, Edmundo Garcia <edmundo.garcia@hchsp.org>, nora munoz <nora.munoz@hchsp.org>, elena gomez <elena.gomez@co.hidalgo.tx.us>, Angelica Salinas <angelica.salinas@hchsp.org>, azucena saenz <azucena.saenz@hchsp.org>

Letty,

Please add this MOU to the Commissioner's agenda as soon as possible. Afterwards, Head Start will place it on our agenda for approval.

After discussing this with the Assistant Program Director they requested if you could place it on the CC agenda. This will expedite the process.

Should you have any questions please let us know.

Regards,
Ambrosio Tovar
HCHSP

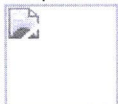
From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 25, 2019 3:03 PM
To: ambrosio tovar
Cc: elena gomez; Edmundo Garcia; teresa flores; nora munoz
Subject: Re: San Carlos - MOU for 1 Calsroom

Good afternoon, Mr. Tovar-

Thank you for the information.

Will forward to Ms. Elena with HC Purchasing to place on the next HCCC agenda of 05/21/19 for final approval.

Respectfully,



Leticia H. Saenz, CPPB
Director of Administrative Operations
HIDALGO COUNTY PCT 4

1051 N. Doolittle Rd.
Edinburg, Texas 78542
leticia.saenz@co.hidalgo.tx.us
P (956) 383-3112 x-4011

From: "ambrosio tovar" <ambrosio.tovar@hchsp.org>
To: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "elena gomez" <elena.gomez@co.hidalgo.tx.us>, "Edmundo Garcia" <edmundo.garcia@hchsp.org>, "teresa flores" <teresa.flores@hchsp.org>, "nora munoz" <nora.munoz@hchsp.org>
Sent: Thursday, April 25, 2019 10:59:06 AM
Subject: San Carlos - MOU for 1 Calsroom

Letty,

Good morning,
Attached is the MOU for the use of the San Carlos Classroom.
This MOU has been reviewed and approved by the County's legal counsel.

This will be on the Head Start Policy Council's agenda on Wednesday, May 15, 2019.
Let us know if we need anything else.

Hidalgo CAD

Property Search Results > 274777 HIDALGO COUNTY for Year 2019

Tax Year:

Property

Account

Property ID: 274777 Legal Description: SAN CARLOS LOTS 1-43 BLK 5; LOT 1; 0.069AC-LT 2; 0.032AC-LT 3; 0.005AC-LT 4; 27-43 BLK 6; LTS 4-7; 12-15, 23-40 BLK 9; LT 1-2-42 & 43 BLK 10

Geographic ID: S0400-00-005-0001-00 Zoning: CNTY

Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: HWY 107 & 86TH ST TX Mapsco:

Neighborhood: SAN CARLOS Map ID:

Neighborhood CD: S040000

Owner

Name: HIDALGO COUNTY Owner ID: 86623

Mailing Address: PO BOX 1356 % Ownership: 100.0000000000%

EDINBURG, TX 78540-1356

Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$1,783,097	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$75,402	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$1,858,499	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$1,858,499	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$1,858,499	

Taxing Jurisdiction

Owner: HIDALGO COUNTY

% Ownership: 100.0000000000%

Total Value: \$1,858,499

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$1,858,499	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$1,858,499	\$0	\$0.00
FD3	EMS DIST #03	0.025700	\$1,858,499	\$0	\$0.00
GHD	HIDALGO COUNTY	0.580000	\$1,858,499	\$0	\$0.00
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$1,858,499	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.178000	\$1,858,499	\$0	\$0.00
R15	ROAD DIST 15	0.000000	\$1,858,499	\$0	\$0.00

SEB	EDINBURG ISD	1.239800	\$1,858,499	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$1,858,499	\$0	\$0.00
Total Tax Rate:		2.167800			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$40,288.54

Improvement / Building

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	4648.0 sqft	Value:	\$211,229
------------------------	------------	--------------------	----	---------------------	-------------	---------------	-----------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
WHS	WAREHOUSE	101 - CLW	CBK	1990	3160.0
BRZ	BREEZEWAY	*		1990	176.0
STG	STORAGE	*		1990	320.0
WHS	WAREHOUSE	101 - CLW	CBK	1990	1246.0
WHS	WAREHOUSE	101 - CLW	CBK	1990	242.0
FRZ	FREEZER	*		1990	5112.0
CLR	COOLER	*		1990	3315.0

Improvement #2:	COMMERCIAL	State Code:	F1	Living Area:	3880.0 sqft	Value:	\$122,316
------------------------	------------	--------------------	----	---------------------	-------------	---------------	-----------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	50 - CAV	CBK	1990	900.0
OFF	OFFICE	50 - CAV	CBK	1990	2980.0

Improvement #3:	COMMERCIAL	State Code:	F1	Living Area:	45721.0 sqft	Value:	\$679,974
------------------------	------------	--------------------	----	---------------------	--------------	---------------	-----------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
WHS	WAREHOUSE	101 - CAV	CBK	1990	45721.0
STG	STORAGE	*		1990	2800.0
UTY	UTILITY ROOM	*		1990	270.0

Improvement #4:	COMMERCIAL	State Code:	F1	Living Area:	11064.0 sqft	Value:	\$200,317
------------------------	------------	--------------------	----	---------------------	--------------	---------------	-----------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
WHS	WAREHOUSE	101 - CAV	CBK	1990	10000.0
OFF	OFFICE	50 - CAV	CBK	1990	1064.0
ASP2	ASPHALT 2	* - CAV		1990	12000.0

Improvement #5:	COMMERCIAL	State Code:	F1	Living Area:	15669.0 sqft	Value:	\$569,261
------------------------	------------	--------------------	----	---------------------	--------------	---------------	-----------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	50 - CAV	CBK	2005	6113.0
OFF	OFFICE	50 - CAV	CBK	2005	5836.0
OFF	OFFICE	50 - CAV	CBK	1985	1920.0
OFF	OFFICE	50 - CAV	CBK	1990	1800.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	5.7700	251341.20	0.00	0.00	\$75,402	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
------	--------------	-------------	--------------	-----------	--------	----------

2019	\$1,783,097	\$75,402	0	1,858,499	\$0	\$1,858,499
2018	\$1,831,007	\$75,402	0	1,906,409	\$0	\$1,906,409
2017	\$2,046,320	\$75,402	0	2,121,722	\$0	\$2,121,722
2016	\$2,086,598	\$75,402	0	2,162,000	\$0	\$2,162,000
2015	\$2,007,768	\$75,402	0	2,083,170	\$0	\$2,083,170
2014	\$2,050,260	\$103,860	0	2,154,120	\$0	\$2,154,120
2013	\$2,086,746	\$103,860	0	2,190,606	\$0	\$2,190,606
2012	\$2,128,195	\$103,860	0	2,232,055	\$0	\$2,232,055
2011	\$2,170,007	\$103,860	0	2,273,867	\$0	\$2,273,867
2010	\$1,779,051	\$103,860	0	1,882,911	\$0	\$1,882,911
2009	\$1,787,391	\$103,860	0	1,891,251	\$0	\$1,891,251
2008	\$408,915	\$57,700	0	466,615	\$0	\$466,615
2007	\$408,915	\$57,700	0	466,615	\$0	\$466,615
2006	\$407,415	\$57,700	0	465,115	\$0	\$465,115
2005	\$407,415	\$57,700	0	465,115	\$0	\$465,115

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/28/1992	CONV	CONVERSION	WORNICK PROPERTIES INC	HIDALGO COUNTY	3390	352	
2	5/7/1992	CONV	CONVERSION	WORNICK FAMILY FOODS CO	WORNICK PROPERTIES INC	3254	134	
3		CONV	CONVERSION	WORNICK RONALD C	RIGHT AWAY FOODS CORP			

Tax Due

Property Tax Information as of 04/26/2019

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466