

**AI-15793**

**4.A.**

**MOU on passport process**

**CC REGULAR**

**Date:** 06/05/2009

**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

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**Information**

**CAPTION**

Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County and H.E. Butt Grocery Stores regarding District Clerk Passport Project.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [HEB Agreement](#)

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**Form Routing/Status**

Form Started By: Angela  
Garcia

Started On: 06/02/2009 09:56  
AM

Final Approval Date: 06/02/2009

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**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**AGREEMENT BETWEEN THE COUNTY OF HIDALGO  
AND H.E.BUTT GROCERY COMPANY**

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Hidalgo County District Clerk, hereinafter collectively referred to as "County," and H.E.BUTT GROCERY COMPANY, hereafter referred to as "HEB".

**WHEREAS**, County, by and through the Hidalgo County District Clerk, is desirous of providing the citizens of Hidalgo County with services in aid of acquiring United States Passports;

**WHEREAS**, public convenience will be enhanced by using the property owned by HEB which is located at 901 W Expressway 83, San Juan, Hidalgo County Texas, hereafter referred to as Premises;

**WHEREAS**, HEB, as a public service, is willing to make space available at the above referenced Premises for use by the County to provide the services above referenced;

**NOW, THEREFORE**, HEB and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. HEB grants to the County the use of part of the Premises above referenced on Saturday, June 6, 2009 in which the County will provide Passport Services to the public.
2. HEB will be responsible for setting up of chairs and tables at the Premises, as requested by County, and will provide an adequate public address system for use by County in the Premises.
3. County shall use its own personnel and will be in charge of all aspects of the operations with regards to the issuance of passport applications. The County shall assume full liability for the safekeeping of all passport applications, supplies and County owned equipment.

4. HEB shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of passport applications.
5. County shall collect the fees prescribed by Hidalgo County District Clerk for each application issued. Fees collected for the issuance of applications by the County shall not be commingled with any other funds in the possession of HEB.
6. Any changes in the ownership of HEB must be immediately reported in writing to the Hidalgo County District Clerk's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue.
7. HEB will verify Proof of Texas Liability Insurance, when applicable, before the County can provide passport services.
8. County agrees to list the Premises as a facility of the County on its liability insurance policies, or include it in any self- insurance plan, as applicable. County, upon request of HEB, will provide HEB with proof of such insurance.
9. The term of this Agreement shall commence upon execution by the parties hereto, and may be voluntarily terminated by either party upon thirty (30) days written notice to the party.
10. Breach of any obligation to be performed by HEB shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by HEB shall be considered a substantial breach, and HEB shall be notified by County of such breach by certified mail, return receipt requested.
11. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail return receipt requested, postage prepaid, to the parties as follows:

County:            Laura Hinojosa  
                         Hidalgo County District Clerk  
                         100 N. Closner Edinburg, Texas 78539

Company:         Tim Krueger, Business Center Manager  
                         H.E.Butt Grocery Company  
                         646 South Main Ave.  
                         San Antonio, Texas 78204

12. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County District Clerk. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by HEB.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

COUNTY OF HIDALGO, TEXAS

H.E.BUTT GROCERY COMPANY

By: \_\_\_\_\_  
Juan D. Salinas III, County Judge

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Antonio Mendoza  
Assistant Criminal District Attorney