

**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 "H-E-B".

**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 H-E-B which is located at 2409 East Expressway 83, Mission, Hidalgo County Texas, hereafter referred to as Premises;

**WHEREAS**, H-E-B, as a public service, and by aiding with the services described herein which are part and parcel to H-E-B's business, is willing to make space available at the above referenced Premises for use by the County to provide the services above referenced;

**WHEREAS**, H-E-B, may determine with advance notice to County, to charge a fee to County for providing the use of its Premises for the services described herein;

**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, July 11, 2009 in which the County will provide Passport Services to the public and by which H-E-B will sell passport photos and money orders for the passport application fees.
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. H-E-B shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of passport applications, but shall sell passports

photos and money orders for passport application fees, both of which are part of H-E-B's business.

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 H-E-B.
6. Any changes in the ownership of H-E-B 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. H-E-B will provide proof of self-insurance, upon request by the County, before the County provides 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 H-E-B, will provide H-E-B 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 obligations to be performed by either Party shall constitute a breach of the entire agreement and shall give County or H-E-B the right to immediately terminate this agreement. The Parties hereto agree that any breach by H-E-B or County shall be considered a substantial breach, and either Party shall notify the other Party 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:        Shelley Parks  
                      Public Affairs, South Texas Region  
                      H.E.Butt Grocery Company  
                      4428 Kosotry Rd.  
                      Corpus Christi, Texas 78415

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 either Party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS 26 DAY OF JUNE 2009.

COUNTY OF HIDALGO, TEXAS

H.E.BUTT GROCERY COMPANY

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

By: Shelley Parks  
Shelley Parks  
Name  
Mgr. Public Affairs  
Title

ATTEST:

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

APPROVED AS TO FORM:

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

**ACORD™****CERTIFICATE OF INSURANCE**

ISSUE DATE

06/05/2009

**PRODUCER**

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.  
811 Town and Country Lane, Suite 500  
Houston, TX 77024  
713-877-8975

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

Company A Discover Property & Casualty Ins. Co.

Company B Natl Union Fire Ins Co of Pittsburgh PA

Company C

Company D

Company E

**INSURED**

HEB Grocery Company, L.P.  
P.O. Box 5997  
San Antonio, TX 78201

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input type="checkbox"/> <input type="checkbox"/> General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location			EACH OCCURRENCE	\$
				FIRE DAMAGE	\$
				MEDICAL EXPENSE	\$
				PERS. AND ADVERTISING INJURY	\$
				GENERAL AGGREGATE	\$
				PRODUCTS AND COMP. OPER. AGG.	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input checked="" type="checkbox"/> SIR \$2,000,000 Per Occurrence	D007A00123	10/31/2008 10/31/2010	COMBINED SINGLE LIMIT	\$ 5,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE COLLISION	
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC Statutory Limit <input type="checkbox"/> Other <input type="checkbox"/>	
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	BE2227031	10/31/2008 10/31/2009	EACH OCCURRENCE	\$ 1,000,000
				AGGREGATE	\$ 1,000,000
					\$
					\$
					\$
					\$
					\$

Re: Passport Fair June 6, 2009

The Certificate Holder is included as an Additional Insured as required by written contract, subject to the policy terms, conditions and exclusions. Umbrella Liability is excess of \$2,000,000 Self-Insured Retention as respects General Liability.

**CERTIFICATE HOLDER**

Hidalgo County District Clerk  
Attn: Ricardo Contreras  
P.O. Box 87  
Edinburg, TX 78540

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative