

**THE STATE OF TEXAS §**

**COUNTY OF HIDALGO §**

**AGREEMENT BETWEEN THE COUNTY OF HIDALGO  
AND FIRST NATIONAL BANK**

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 FIRST NATIONAL BANK, hereafter referred to as "FNB."

**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 FNB which is located at 301 S. Texas Street, Mercedes, Hidalgo County Texas, hereafter referred to as Premises;

**WHEREAS**, FNB, 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**, FNB and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. FNB grants to the County the use of part of the Premises above referenced on Friday, October 9, 2009 in which the County will provide Passport Services to the public.
2. FNB 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. FNB 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 FNB.
6. Any changes in the ownership of FNB 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. FNB will provide proof of Texas Liability Insurance 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 FNB, will provide FNB 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 FNB 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 FNB shall be considered a substantial breach, and FNB 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:        Edna Martinez  
                         Branch Manager  
                         First National Bank  
                         301 S. Texas Street  
                         Mercedes, Texas 78570

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 FNB.

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

FIRST NATIONAL BANK

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Steve Crain  
Atlas & Hall, LLP