

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**FIRST AMENDMENT TO CONTRACT  
#C-18-233-07-31**

This **AMENDMENT** to the **CONTRACT** is made and entered into this **6<sup>th</sup> day of November 2018** by and between the **County of Hidalgo, Texas by and through Hidalgo County Precinct 1** ("County"), and **Pauloa, LLC dba Servpro of Harlingen/San Benito** ("Company").

**WHEREAS**, Hidalgo County and Company entered into a Contract on July 31, 2018, (the "Contract") in which the Company agreed to provide "**Build back Services to the property located at 1902 Joe Stephens Ave., Suite 101, Weslaco Texas 78539**" for damaged property resulting from a severe weather event (on or about June 20-22, 2018) as described in the Contract; and

**WHEREAS**, Hidalgo County and Company now desire to amend the Contract as hereinafter provided; and

**WHEREAS**, the Contract allows the parties to modify or amend the Contract terms by mutual written agreement; and

**WHEREAS**, both parties have agreed to amend the Contract as hereinafter provided;

**NOW THEREFORE**, for and in consideration of the terms and provisions of this First Amendment to Contract, both parties hereby agree to the following amendment to the Contract:

1. Paragraph 8 of the Contract shall be deleted in its entirety and replaced as follows:

**8. COUNTY is responsible for COMPANY being paid all charges that are covered by insurance proceeds in full and in the most expeditious manner possible as agreed upon this contract. Charges for any work indicated in Exhibit "A" Scope of Services/Estimate not covered by insurance proceeds must be mutually agreed to by the Parties. Any additional damages discovered by COMPANY during the construction process, will be billed to the insurance through a supplemental estimate. Proceeds from the insurance, including any supplemental payments, will be paid to COMPANY in accordance with work performed as discussed above. Also, COUNTY's Insurance Company may or may not depreciate the repairs to COUNTY'S business, and could hold back depreciation until the job has been completed. It is the responsibility of the owner or other responsible party with respect to the property (business) to collect the depreciation from the Insurance Company. The COUNTY is responsible for paying the depreciation on the claim to COMPANY upon completion of the repairs.**

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Hidalgo County and Company ratify and confirm the terms and provisions of the Contract as amended.

This **AMENDMENT** to the above referenced **CONTRACT** is executed on behalf of the County and the Company by the duly authorized persons whose signatures appear below.

Hidalgo County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ramon Garcia, County Judge

Company:  
Pauloa, LLC  
DBA: Servpro of Harlingen/San Benito

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

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


ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved As To Form:  
Office of Criminal District Attorney, Civil Litigation Division

By: \_\_\_\_\_  
Robert Viña III, Assistant District Attorney

**Draft Amendment to Servpro Agreement**

**From :** Robert Vina <robert.vina@da.co.hidalgo.tx.us> Mon, Nov 05, 2018 10:13 AM  
**Subject :** Draft Amendment to Servpro Agreement  1 attachment  
**To :** glinda pacheco <glinda.pacheco@co.hidalgo.tx.us>, Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, martha salazar <martha.salazar@co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Good Morning,  
 Based on the information provided, please find attached a draft Amendment to the build back Agreement with SERVPRO. Please include the date in which the initial agreement was entered into in the highlighted section. Please let us know if you have any questions.

Thank you,  
**Robert Viña III**

*Assistant District Attorney*  
 Civil Litigation Division

**Office of the Criminal District Attorney**  
 Hidalgo County, Texas  
 100 E. Cano  
 Edinburg, TX 78539  
[\(956\) 292-7609](tel:9562927609) EXT 8187  
[\(956\) 292-7619](tel:9562927619) FAX

[robert.vina@da.co.hidalgo.tx.us](mailto:robert.vina@da.co.hidalgo.tx.us)

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 **Amended Emergency Services Agrmnt. (Servpro-Pct. 1).docx**  
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