



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

February 13, 2019

**E-19-046a-02-26**

**Scott Merriman, Inc.**  
Attn: **Mr. Jeff Biggs**  
11212 Goodnight Lane #200  
Dallas, TX 75229

Via email: scott-merriman@sbcglobal.net

**TERM: 04/02/2019 – 04/01/2020**

**Re: HB Form 1295 Required/Renewal/Extension Notice**  
**“C-16-240a-03-07-“Printing Services & Related Supplies” Hidalgo County**

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Dear Mr. Jeff Biggs:

Be advised, that in order to proceed with the County's option to extend/renew for the final of two (2) one (1) Year term, under the same rates, terms and conditions with **Scott Merriman, Inc.** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide **CONTRACT No. E-19-046a-02-26** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an “*unsworn declaration*” and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on February 26, 2019**, the signed and “*unsworn declaration*” “**HB Form 1295**” and “**Extension Notice**” must be received in our office completed via fax to (956) 292-7612 or via email to [hector.garcial@co.hidalgo.tx.us](mailto:hector.garcial@co.hidalgo.tx.us) **by Friday, February 15, 2019, no later than 10:00 A.M.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and “*unsworn declaration*” may result in a delay of the award.

In, addition, please include your “*Updated Certificate of Insurance*” with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [hector.garcial@co.hidalgo.tx.us](mailto:hector.garcial@co.hidalgo.tx.us) by no later than date reflected above.

By:   
Mr. Jeff Biggs-Vice President

Date: 2.13.2019

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

*Hector Garcia*

Hidalgo County Purchasing Department

xc: file

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Scott-Merriman, Inc.  
 Dallas, TX United States

**Certificate Number:**  
 2019-452619

**Date Filed:**  
 02/14/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 E-19-046a-02-26  
 Printing Services and Related Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

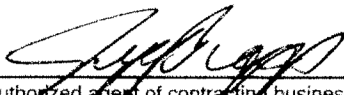
**6 UNSWORN DECLARATION**

My name is Jeff Biggs, and my date of birth is 3.14.1959.

My address is 2930 Merrell Rd, Dallas, TX, 75229, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 14 day of Feb, 20 19.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2019-452619

Date Filed:  
 02/14/2019

Date Acknowledged:  
 02/19/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Scott-Merriman, Inc.  
 Dallas, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 E-19-046a-02-26  
 Printing Services and Related Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



Zimbra

darlene.betancourt@co.hidalgo.tx.us

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**HC-Printing Services**

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**From :** Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> Tue, Feb 21, 2017 09:51 AM  
**Subject :** HC-Printing Services   
**To :** Steve Crain <scrain@atlashall.com>  
**Cc :** Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Good Morning Mr. Crain,

Pursuant to your requested revision, attached you will find the multiple awarded contracts for above-referenced project in order to award bid/contracts.

EA Stone does not have any employees, therefore, is not required to acquire workers comp.

Scott Merriman, delivers via third party, they do not come onsite to HIDalgo County.

Should you require additional information or have any questions related to this matter, do not hesitate to contact me. Thank you

Darlene H. Betancourt, CPPB  
Hidalgo County Purchasing Department  
2812 S. Business Hwy. 281  
Edinburg, TX. 78541  
956-292-7000 x-4852

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 **legal-gulf data final 02-21.pdf**  
4 MB

 **legal-merriman final 02-21.pdf**  
6 MB

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CONSENT AGENDA  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
March 20, 2018  
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC  
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. ✓ Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. ✓ A. Auditor's Office:  
Presentation of Fund Information Report

Approved

B. AI-64018 Pursuant to Local Government Code Section 115.0035, requesting approval of the attached reports.

3. 2017 Intradepartmental transfers:

A. AI-64093 2017 - Constable Pct2 TTBH (1285)

B. AI-64087 2017 - Constable Pct4 TTBH (1285)

4. 2018 Intradepartmental Transfers:

A. AI-64168 2018 - Pct 2 Parks (1100)

B. AI-64160 2018 - Info Tech Dept (1100)

C. AI-64138 2018 - Jail (1100)

D. AI-64143 2018 - CC#2 (1100)

E. AI-64144 2018 - Tax Office (1100)

✓ Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of March 1-15, 2018 in the amount of \$55,469.85 and requesting approval of wire transfer.

12.

**Purchasing Dept - Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A. **AI-64159** Requesting approval of Change Order No. 2 in connection with contract No. C-16-378-02-21 with Clore Construction, LLC for Hidalgo County Precinct #2 -Regional Linear Park Project(from Ridge Road to San Antonio Ave) as recommended by project engineer, Christopher Rodriguez, P.E. and subject to compliance with HB1295 when and if applicable.

B. **AI-64047** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County "Lease/Rental of Vehicles" - RFB No.: 2018-050-00-00-FAZ, including re-advertising if/when necessary and/or required.

C. **AI-64049** Authority to advertise and approval of procurement packet for "Jail Lobby/Intake Kiosks & Deposit/Release Services" for Hidalgo County Sheriff's Office with authority to re-advertise in the event no proposals received or recommend rejection of proposals.

D. **AI-64064** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County- "Disposal of Used Oil, Filters and Antifreeze & Other Misc Products" -RFB No.: 2018-077-00-00-SGS, including the re-advertisement of project in the event No Bids are received and/or rejected and project is still required.

E. **AI-64074** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement etc.) as attached hereto for: Hidalgo County-"Pest Control Services" - RFB No.: 2018-056-00-00-SGS, including the re-advertisement of project in the event No Bids are received and/or project is still required.

**F. AI-64019** Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms, and conditions for the following:

1. E-18-070-03-20 E.A. Stone, Inc. dba Gulf Data Products County Wide "Printing Services & Related Supplies" - For the First (1st) of two (2) one (1) year term, under the same rates, terms & conditions;

2. E-18-070a-03-20 Scott Merriman, Inc., County Wide "Printing Services & Related Supplies" - For the First (1) of two (2) one (1) year term, under the same rates, terms & conditions;

3. E-18-073-03-20 McAllen Communications Company, Inc., Sheriff's Office/Emergency Management "Lease of Tower Space-McCook" - For an additional One (1) year.

**APPROVED**



**FAXED**  
7/7/18

2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

February 20, 2018

**E-18-070a-03-20**

Via email: scott-merriman@sbcglobal.net

Scott Merriman, Inc.  
Attn: Mr. Jeff Biggs  
11212 Goodnight Lane #200  
Dallas, TX 75229

**TERM: 04/02/2018 -- 04/01/2019**

Re: **HB Form 1295 Required/Renewal/Extension Notice**  
**"C-16-240a-03-07-"Printing Services & Related Supplies" Hidalgo County**

Dear Mr. Jeff Biggs:

Be advised, that in order to proceed with the County's option to extend/renew for the first (1st) of two (2) one (1) Year term, under the same rates, terms and conditions with Scott Merriman, Inc. for the referenced project, the County is required, as of January 1, 2016, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

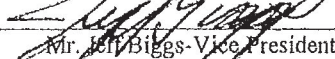
Thus, in order for County staff to process the above-referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide **CONTRACT No. E-18-070a**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed an "*unsworn declaration*" and submitted to our office by the deadline stated below.

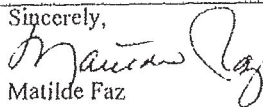
In order to proceed with approval of Renewal/Extension for referenced project by Commissioners Court on March 06, 2018, the signed and "*unsworn declaration*" "HB Form 1295" and "Extension Notice" must be received in our office completed via fax to (956) 292-7612 or via email to [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than Thursday, February 22, 2018. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and "*unsworn declaration*" may result in a delay of the award.

In, addition, please include your "*Updated Certificate of Insurance*" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than date reflected above.

By:   
Mr. Jeff Biggs - Vice President

Date: 2/22/18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,  
  
Matilde Faz  
Hidalgo County Purchasing Department

xc: file

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Scott-Merriman, Inc.  
Dallas, TX United States

Certificate Number:  
2018-317474

Date Filed:  
02/22/2018

Date Acknowledged:

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
E-18-070a-03-06  
C-16-240a-03007 Printing Services & Related Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5** Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Jeff Biggs, and my date of birth is 3/14/59  
My address is 11212 Goodnight Ln #200, Dallas, TX, 75229, 45  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 22 day of Feb, 2018.  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2018-317474

Date Filed:  
 02/22/2018

Date Acknowledged:  
 02/27/2018

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Scott-Merriman, Inc.  
 Dallas, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

E-18-070a-03-06  
 C-16-240a-03007 Printing Services & Related Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Commissioners' Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year effective April 2, 2017 and ending on April 1, 2018. Hidalgo County at its sole discretion elect the option to extend the contract for an additional two (2) one (1) year terms at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules

and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo  
Attn: County Judge  
100 E. Cano St.-2<sup>nd</sup> Floor  
Edinburg, Texas 78539**

If to Company: **Scott Merriman, Inc.  
11212 Goodnight Lane #200  
Dallas, Texas 75229**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not

specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise

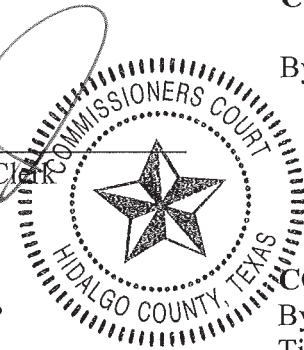
WITNESS our hands in duplicate originals this 30<sup>th</sup> day of March, 2017.

**COUNTY OF HIDALGO**

**ATTEST:**

Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk

By: Ramon Garcia  
Ramon Garcia, County Judge



APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/7/17 mlb

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, LLP

COMPANY: Scott-Merriman Inc.  
By: [Signature]  
Title: \_\_\_\_\_

By: [Signature]  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 3/7/17