



THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON AND THE COUNTY OF HIDALGO**

THIS AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT (“Agreement”) is made and entered the 30th day of March, 2021 by and between HIDALGO COUNTY, TEXAS, (“County”) and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON (“University”).

WITNESSETH:

WHEREAS, University is: an agency of the State of Texas organized under Chapter 79 of the Texas Education Code; a political subdivision as defined by the Act; an institution of higher education as defined by Texas Education Code Section 61.003(8); and a component institution of The University of Texas System; and

WHEREAS, County is: a local government as defined by the Act and the Hidalgo County Health and Human Services Department is a Health Department within the network of the Texas Department of State Health Services in Edinburg, Texas; and

WHEREAS, University and County have a common goal to promote the health, safety and well-being of the citizens of the County of Hidalgo; and

WHEREAS, on or about the 22nd day of December, 2020, the County and University entered into an agreement (“Agreement”) for “Tu Salud; Si Cuenta!” a community outreach program for community based prevention and control, which encourages physical activity and healthful food choices among participating individuals; and

WHEREAS, the Agreement references an effective date of November 23, 2020, and also references in the Program Implementation section program service dates from October 1, 2020, to September 30, 2021;

WHEREAS, due to the discrepancy, it has become necessary to clarify and amend the program commencement date referenced in the Program Implementation to reflect the stated effective date, and

WHEREAS, County and University now desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and University hereby agree to the following amendment to the Agreement.

1. The program commencement date of October 1, 2020, referenced in the Program Implementation section on page 3 of the Agreement is deleted and replaced with the updated program commencement date of November 23, 2020, to coincide with the November 23, 2020, Effective Date of the Agreement. As such, the program term is from November 23, 2020, to September 30, 2021"
2. Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and University ratify and confirm the terms and provisions of the Agreement as amended herein.

EXECUTED and effective as of the day and year first written above.

THE COUNTY:
COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge

THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON:

By: _____
Signature of (Authorized Purchasing Agent)



ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk



Approved by Commissioners Court on: March 30, 2021.

APPROVED AS TO FORM:
Office of the Hidalgo County Criminal District Attorney
Ricardo Rodríguez, Jr.

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

APPROVED BY
COMMISSIONERS COURT
ON: 3/30/21 BMS

Return to Pet. 4
Attn: Letty (or)
Nick

SPECIAL MEETING - December 22, 2020

BE IT REMEMBERED, that on this 22nd day of December A.D., 2020, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

- | | |
|---------------------------------|------------------------------|
| HONORABLE RICHARD F. CORTEZ | HIDALGO COUNTY JUDGE |
| HONORABLE DAVID FUENTES | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE EDUARDO "EDDIE" CANTU | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

b. Applicant: Electro Hi LLC.

Proposed improvement within Right-of-Way: Multiple installation of WI-FI network poles within the internal streets right of ways of Pueblo De Palmas Phase 1 Subdivision, Pueblo De Palmas North Phase 1 and Phase 2 Subdivision, Pueblo De Palmas Phase 3 Subdivision, Pueblo De Palmas Phase 4, Pueblo De Palmas Phase 5 Subdivision, Pueblo De Palmas Phase 6 Subdivision and Taurus Estates No. 11 Subdivision.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval on items 14.B.1.a. & b.

Vote: 4 - 0 -Unanimously

- C. AI-78846 Discussion, consideration and possible action to approve the Waterline Access Agreement, between the County of Hidalgo, Texas and the North Alamo Water Supply Corporation (Audio Reference 38m:12s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 14.C with subject to final legal review.

Vote: 4 - 0 - Unanimously

15. **Precinct #3 - Comm. Flores:**

- A. AI-78776 Requesting approval to accept counter-offer to purchase a tract of land known as Parcel 8 associated with Liberty Road PH II Project from Mile 3 to FM 2221 (ROW CSJ:0921-02-364) with authority for the County Judge to sign the Administrative Evaluation and Approval Form. (Audio Reference 38m:50s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 15.A.

Vote: 4 - 0 - Unanimously

16. **Precinct #4 - Comm. Torres:**

- A. AI-78779 UT-Health Snap-Ed Program (1100): (Audio Reference 39m:30s)
1. Requesting approval of Interlocal Agreement between Hidalgo County and the University of Health Science Center At Houston on behalf of its Department of Brownsville Regional Campus to provide Tu Salud/Si Cuenta Program activities for a period of one (1) year to expire September 30, 2021.
2. Approval of certification of revenues as certified by the County Auditor for revenues associated with the Interlocal Cooperation Agreement with

December 22, 2020

UT-Health Science at Houston.

3. Approval of 2020 appropriation of funds in the amount of \$120,000.00 into the Snap-Ed Program for anticipated program expenditures.

Amanda Dave with the University of Texas Health Science Center at Houston, came before the Court to present an overview of the Chronic Disease Prevention Program in 2020.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on items 16.A.1., 2., & 3.

Vote: 4 - 0 – Unanimously

17. **Budget & Management:**

- A. AI-78841 TxDOT Pct.4 -FM676/M5(TAYLOR-WARE) 1315: (Audio Reference 43m:45s)
Approval of 2020 interfund transfer from Pct.4 R&B fund & CO2019A into Pct.4 TxDOT project FM676/M5(TAYLOR-WARE) in the total amount of \$593,839.56 as project became a TxDOT project effective May 2020.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 17.A.

Vote: 4 - 0 – Unanimously

- B. AI-78836 TxDOT Pct.4 FM1925-Wallace-10st (1315): (Audio Reference 44m:13s)
Approval of 2020 interfund transfer from CO2017 & CO2018B into Pct.4 TxDOT project FM1925(Wallace-10st) in the amount of \$500,000.00 as project became a TxDOT project effective June 2020.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on item 17.B.

Vote: 4 - 0 – Unanimously

- C. AI-78765 TXDOT - Pct 1 Mile 6W (1315): (Audio Reference 44m:35s)
Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the Mile 6W (SH107-Mile 14 1/2) Project, CSJ 0921-02-448, with authority for the County Judge to sign all required documentation.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on item 17.C.

Vote: 4 - 0 – Unanimously

December 22, 2020

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 22nd day of December, 2020

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Victoria Brewster, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on December 22, 2020

Signed this 23rd day of December, 2020

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Victoria Brewster, Deputy



STATE OF TEXAS §
 COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
 UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
 AND THE COUNTY OF HIDALGO**

“TU SALUD; SI CUENTA!” – SNAP-ED Community Outreach Program

This Interlocal Cooperation Agreement (“Agreement”) is entered into effective the 23rd day of November, 2020 (Effective Date), by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus (“University”), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System (“System”), and the County of Hidalgo, Texas (“County”), collectively referred to as the “the Parties”, acting under the authority granted in and in compliance with the Interlocal Cooperation Act (Act), Chapter 791, Texas Government Code.

RECITALS

WHEREAS, University is: an agency of the State of Texas organized under Chapter 79 of the Texas Education Code; a political subdivision as defined by the Act; an institution of higher education as defined by Texas Education Code Section 61.003(8); and a component institution of The University of Texas System; and

WHEREAS, County is: a local government as defined by the Act and the Hidalgo County Health and Human Services Department is a Health Department within the network of the Texas Department of State Health Services in Edinburg, Texas; and

WHEREAS, University and County have a common goal to promote the health, safety and well-being of the citizens of the County of Hidalgo; and

WHEREAS, University has established the “*Tu Salud; Si Cuenta!*” / SNAP-ED community outreach program for community based prevention and control, which encourages physical activity and healthful food choices among participating individuals; and

WHEREAS, University desires to engage the assistance of County with the implementation of program for the benefit of citizens of the County of Hidalgo; and

WHEREAS, County is able to assist in providing services and desires to work collaboratively with University;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the University and County enter into this agreement pursuant to the Act, and hereby agree to the following:

- County must submit agendas, sign-in sheets, and minutes to document County's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after coalition meeting was held.
- County will work with the following partners in an effort to avoid the duplication of efforts: UTHealth, the Lower Rio Grande Valley Area Health Education Center (AHEC), the UTRGV School of Medicine Unimovil (mobile health clinic), the UTRGV Office of Community Engagement & Economic Development, Brownsville Wellness Coalition, and Texas A&M affiliates. County will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

County will implement all TSSC components during the contract period, which are comprised of: mass media, social support, risk factor screening, education, and infrastructure change supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

- Risk Factor Screening and Follow-up
 - County will ensure that at least 265 individuals with risk factors for chronic disease are enrolled in the TSSC program between October 1, 2020 and September 30, 2021 in each of the areas of Precinct No. 1 and Precinct No. 4, for a total of 530 individuals. County will follow all TSSC components with enrolled participants and document participant changes as prescribed by University. Dave Stated: April 1, 2021
 - 25% of 265 may be reactivated from previous years and must have a minimum of 2 follow up visits in which TSSC content modules are delivered.
 - The University is setting up a new referral process to support individuals who are at risk for chronic disease and living in the respective municipality to more quickly access lifestyle change support from the trained CHWs in Precinct No. 1 and Precinct No. 4. County will work with the University to accept these referrals and deploy their CHW to support health improvements.
 - County will work with University representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the TSSC program in Precinct No. 1 and Precinct No. 4. A minimum of 45% of TSSC participants who receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2021.
 - County will work with University representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the TSSC program in Precinct No. 1 and Precinct No. 4. A minimum of 35% of TSSC participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2021.
 - 75% of newly enrolled participants will be required to receive a minimum of 4 follow up visits in which TSSC educational modules are shared. In order to accomplish this all participants will need to be enrolled in the first two quarters of the contract year to allow adequate time for follow up.
- Mass Media
 - County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 utilize the monthly TSSC newsletter provided by University as part of enrollment and follow-up visit procedures. The newsletters should be provided to enrolled participants and relevant

- County will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
 - The County must agree and the CHWs in Precinct No. 1 and Precinct No. 4 must participate in observations of the delivery of course content for monitoring purposes.
 - Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Infrastructure Change
 - County will participate in CaraCara Trails meetings coordinated by University and/or partners, typically the Rails-to-Trails Conservancy.

Tracking Participant Data and Program Information

- County will work with University to ensure the CHWs in Precinct No. 1 and Precinct No. 4 are trained to use the My Own Med database system.
- County will ensure that the CHWs in Precinct No. 1 and Precinct No. 4 enter all required data into the My Own Med data system on a weekly basis, including:
 - Information about participants enrolled in the TSSC program.
 - Information about participant's insurance status and financial income.
 - Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).
- County will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 530 new participants.
 - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.

Other information may be required in order to track implementation and improvement of the project. County will receive written notice of any new and additional information required for data entry.
- County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 submit all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.
- County will ensure the CHWs in Precinct No. 1 and Precinct No. 4 submit any and all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
- County will ensure Precinct No. 1 and Precinct No. 4 submit the Project Status Form to University on a monthly basis to document progress towards metrics.
- County will participate in UHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow-up visit outcomes.
- County will submit documentation of all other TSSC-related items including, but not limited to, partnerships with local businesses and organizations, newspaper articles, etc.

and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

- 7.3 County will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.
 - 7.4 The Work Material will not be used or published by County or any other party unless expressly authorized by University in writing. County will treat all Work Material as confidential.
 - 7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, County hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event County has any rights in the Work Material which cannot be assigned, County agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.
8. **Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions.

9. **Notices:**

Notices and correspondence shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
School of Public Health-Brownsville
One West University Blvd.
Brownsville, Texas 78520

To County:

Hidalgo County
100 East Cano
Second Floor
Edinburg, Texas 78539

Payments shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
School of Public Health-Brownsville
One West University Blvd.
Brownsville, Texas 78520

To County:

Hidalgo County Treasurer's Office
2810 S. Business Hwy. 281
Edinburg, Texas 78539

federal or state healthcare plan.

13. **Dispute Resolution:** To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and County to attempt to resolve any claim for breach of contract made by County:
- (A) County's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, County shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. County's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages County seeks, and the method used to calculate the damages. Compliance by County with subchapter B of Chapter 2260 is a required prerequisite to County filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to County in accordance with the notice provisions in this Agreement, shall examine County's claim and any counterclaim and negotiate with County in an effort to resolve such claims.
 - (B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is County's sole and exclusive process for seeking a remedy for any and all of County's claims for breach of this Agreement by University.
 - (C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.
 - (1) The submission, processing and resolution of County's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by County, in whole or in part. University and County agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

University, or System, or anyone claiming under University has or will have any personal liability to County or to anyone claiming through or under County by reason of the execution or performance of this Agreement.

19. **Representations and Warranties:** Each Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to enter into this Agreement for the services under authority granted in the Act; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and (4) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.
20. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or University and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
21. **Work Laws:** County shall comply with all labor and employment laws and regulations applicable to County and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). County certifies that County and its employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.
22. **Export Controls:** County shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:
 - (A) County shall promptly notify University in the event that County or any of County's employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.
 - (B) If a license is required from any U.S. government agency to release any technology or data to the County or any County employee in connection with the Agreement, University may, at its discretion: (1) restrict County's access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by County under this Agreement, or (3) terminate this Agreement upon notice to County.
 - (C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY COUNTY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

HIDALGO COUNTY:

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: Richard F. Cortez
Signature

By: _____
Signature (Authorized Purchasing Agent)

Richard F. Cortez
Typed Name

Typed Name

County Judge
Title

Title

Date

Date



HERE

ATTEST:

Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
DN: 12/22/20 208

APPROVED AS TO FORM:

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: [Signature]