

THE STATE OF TEXAS
CITY OF RIO HONDO
COUNTY OF CAMERON

Rick Tello, Commissioner Place 1
Margaret Perez, Mayor Pro-Tem
Joseph Lopez, Commissioner Place 5

Esteban Bocanegra, Place 3
Olga Gallegos, Commissioner Place 4

Gustavo Olivares
Mayor

**Notice of a Regular Meeting of the
City Commission of the City of Rio Hondo
October 26, 2021**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the governing body of the City of Rio Hondo, Texas will convene for a Regular Meeting at 6:30 p.m. on Tuesday October 26, 2021, at the **City Commission Chambers** on the Second Floor of the Rio Hondo Municipal Building located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

PLEDGE OF ALLEGIANCE

UNITED STATES PLEDGE

INVOCATION:

Regular Agenda:

1. Mayor's and Commissioner's Report
2. Administrator's Report, Senior Center, , Public Works
3. **Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.***
4. Consideration and Action approving the September 28, 2021, and October 28, 2021, Minutes of the City Commission.
5. Presentation on the A1024 Section 3 by GrantWorks. (City Administrator)
6. Consideration and Action approving a service contract between the Rio Hondo Sports League and the City of Rio Hondo. (Mayor Olivares and Ben Medina)
7. Consideration and Possible Action on the Services Agreement between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus an agency of the State of Texas and the City of Rio Hondo. (Ben Medina City Administrator and Lucy Garza Finance Manager)

8. Consideration and Possible Action on a 3-year Uniform Rental Contract with Cintas The Uniform People for Public Works. (Murl Kimberling and Lucy Garza)
9. Consideration and Action approving the Windstorm and Hail Insurance Policy from Victor Insurance Managers Inc (TML) for the City of Rio Hondo. (Ben Medina, Administrator and Lucy Garza, Finance Manager)
10. Discussion regarding street conditions and hazardous street conditions in the City of Rio Hondo. (Mayor Olivares and Ben Medina, City Administrator)
11. Status Report and approval on second final drawing of Boat Ramp Park (Ben Medina and Mayor Olivares)
12. Consideration and Action affirming the Mesquite Street scope of work and completion schedule. (Ben Medina and RE Garcia, Engineer)
13. Consideration and Action holding a Comprehensive Plan workshop December 11, 2021. (Commissioner Tello and City Administrator)
14. Consideration and Action cancelling the City Commission meetings of November 28, 2021, (Thanksgiving) and December 28, 2021 (Christmas).
15. Consideration and Action allowing a Christmas Parade on December 11, 2021, on Colorado Ave.
16. Adjournment

Note: The City Commission for the City of Rio Hondo reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any matters, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

Note: The Meeting is accessible to Americans with Disabilities. Persons with disabilities who plan to attend this meeting and who may need assistance, please call the City Secretary at (956) 748-2102, with at least twenty-four hours prior to the meeting.


Gustavo Olivares
Mayor of the City of Rio Hondo

POSTED

I, City Secretary for the City of Rio Hondo, do hereby certify that this Notice of Meeting is a true and correct record and was posted in the bulletin board outside City Hall, and the bulletin board in the City Hall lobby, at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583 and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

DATE: 10/21/2021 TIME: 2:00 pm

Item 4

MINUTES FROM A REGULAR MEETING ON SEPTEMBER 28, 2021

The Government Body of the City of Rio Hondo, Texas met in a Regular Meeting on September 28, 2021 at 6:30 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Presiding- Present, Mayor Pro-Tem- Margaret Perez - Present and Commissioners, Rick Tello- Present, Esteban Bocanegra- Present, Olga Gallegos- Present, and Joseph Lopez- Present.

PLEDGE OF ALLEGIANCE –Led by Mayor Olivares at 6:30 p.m.

INVOCATION: Given by Commissioner Joseph Lopez

Regular Agenda:

1. Mayor's and Commissioner's Report – Mayor reported that he got a call in reference to the cemetery; community is excited that we are keeping up and maintaining. Mayor stated to keep up the good work. Also noted the Halloween event at the park is coming up and will let us know about the date to prepare the park. Commissioner Joseph Lopez commented that he noticed the new blue trash containers being distributed and they look nice.
2. Administrator's Report -- Attached
3. **Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business for both items not on the agenda and items listed on the agenda. No public comments given.***
4. Consideration and Action approving the September 14, 2021, Minutes of the City Commission. -- Motion was made to approve by Commissioner Rick Tello and was seconded by Commissioner Olga Gallegos. Motion passed unanimously.
5. Consideration and Action approving a Resolution of Local Support of the efforts to improve the quality of life within the Rio Hondo community, such as enhancing opportunities to host large community events and providing economic stimuli for the benefit of hospitality, entertainment, and other services. (Mayor Olivares and Ben Medina) Mayor Olivares presented the Cameron County proposal of building a Convention Center at the intersection of Hwy 100 and Expressway. This would not cost the taxpayers any money. It will be paid using hotel and motel tax and car rental fees. Commissioner Lopez made a motion to approve the Resolution and seconded by Commissioner Perez. Motion was approved unanimously.
6. Consideration and Action approving a contract between the City of Rio Hondo and Grantworks Inc., for American Rescue Plan Administration Services in the sum of \$33,537.00. (Ben Medina, City Administrator) Mr. Medina mentioned that this item was tabled from last meeting. The contract amount was lower than the last two proposals. Mr. Lopez made a motion to approve subject to City Attorney approval. Seconded by Commissioner Tello and the motion passed unanimously.
7. Consideration and Action of generating a compensation package for premium pay to eligible workers and eligible city officers up to \$2,000 in accordance with the American Rescue Plan Act

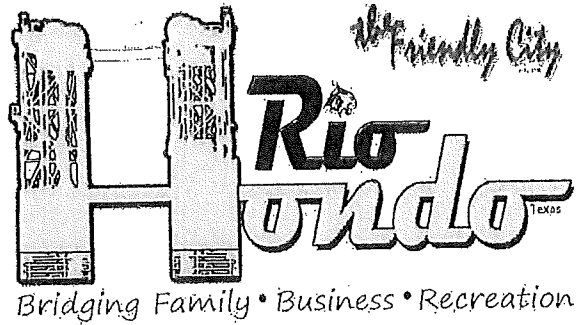
2021 and related federal and state laws. (Ben Medina and Mayor Olivares) Mr. Medina explained that this was for full and part-time employees that are essential. They must have worked from January 27 to December 30, 2020. Mr. Lopez asked if they had gotten Covid do they get paid for those days. Mayor responded that it will be up to the law (regulation). This will be a separate payroll check subject to taxes. Commissioner Lopez made a motion to approve seconded by Commissioner Tello and the motion passed unanimously.

8. Consideration and action affirming the Mesquite Street scope of work and completion schedule. (Ben Medina and RE Garcia, Engineer) Mr. Raul Garcia approached the Commission and explained that the contractor is behind schedule. He stated that Rhyner Construction is behind by 45 days because of utility delays and rain. Mr. Garcia explained that the schedule will be adjusted when the project is done. The Mayor told Mr. Garcia to come to the Commission when contractor get behind and Commissioner Lopez told Mr. Garcia there is no communication with him. Commissioner Perez ask how backed up is the project. Mr. Garcia mentioned that he is hoping to have it done by the end of October. A Rhyner Construction representative told the Commission that it was hard getting help and materials because of Covid. No Action taken
9. Consideration and Action authorizing the closing to traffic on Harrolds Street from Bristol Ave to Mesquite Street; Huisache Street from Harrolds Street to Heywood Street; and the alley way from Harrolds Street to Heywood Street from 8:00 am Friday, October 1 to 12:00 pm Sunday October 3, 2021 for the St. Helen's Catholic Church Kermes. Commissioner Perez clarified the times from 8:00 am 10/1/2021 to 10/4/2021 will end at 12:00 am. Commissioner Perez made a motion to approve seconded by Commissioner Gallegos motion passed unanimously.
10. Adjournment – Motion to adjourn made by Commissioner Rick Tello and was seconded by Commissioner Margaret Perez. Motion was unanimous and meeting was adjourned at 7:06 pm.

Approved: _____

Gustavo Olivares, Mayor

Attest: Ben Medina



Date: September 28, 2021

Gustavo Olivares, Mayor and City Commission.

Re: Status Report

Dear Mayor and City Commissioners:

COVID-19

The City will host a Covid screening clinic on Friday .

Senior Center is providing meals to 45 elderlies at the curbside. The are only 5 persons that want to come into the center. The city needs 15 members in order for food to be delivered. Staff is recruiting members.

Library has been Accredited by the Texas Archive Commission
Streets

Public Works: The park is being cleaned upkept daily. The internet service is on line.


Facilities

Both the City Water Plant and the Sewer plant are in good working order. The Renovation at the water plant is 99 percent complete the transformer will added to provide alternative power to the water plant.

Item 5

A1024 Section 3 Presentation to Rio Hondo


1



The City recently received the following ^{CF4} grant award:

- Grant Contract No. 7219369
- Award Amount: [\$275,000]
- Project: North Mesquite Ave Street Improvements

2




The grant is funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development

and

- Texas Department of Agriculture

3




Section 3 Concepts

- As a condition of funding, the City must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.

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Slide 2

CF4 yellow highlights = update for your project
Cristal Funderburk, 8/10/2021




Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01

5



Section 3 Business


A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>
- Certify as a Section 3 Business (Form A1023)

6




Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for street improvements (previously selected)

7



Section 3 Worker


You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size;
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

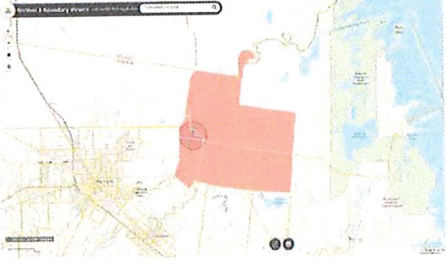
- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal
<https://hudapps.hud.gov/OpportunityPortal/>

8


 **Targeted Section 3 Worker**

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For this project, that service area is defined by this map:




9


 **Recordkeeping**

The City will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.



10

 **For More Information**

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
texasagriculture.gov

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

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Item 6

AGREEMENT FOR USE OF THE RIO HONDO COUNTY PARK BY THE
RIO HONDO YOUTH SPORTS LEAGUE/RIO HONDO PONY LEAGUE

AGREEMENT

This agreement is made by and between the City of Rio Hondo, a municipal Corporation of the County of Cameron, acting by and through its City Commission (hereinafter called "City") and the Rio Hondo Youth Sports League (RHYSL) acting by and through its President or Designee.

WHEREAS, the RHYSL desires to use the baseball fields, and softball fields at Rio Hondo County Park for the interest and general welfare of the youth of the Rio Hondo area and agree to be legally bound as follows;

Section 1 The City of Rio Hondo Texas agrees to allow the use of the Rio Hondo County Park baseball fields, and softball fields, to the RHYSL and areas so designated by the City of Rio Hondo. The RHYSL will have the obligation to give advance notice to the City, when the park will not be use, to allow the City to hold any other event.

Section 2 This agreement shall commence on October 26, 2021 and terminate on October 25, 2022. The City and the RHYSL agree that either party with a thirty day written notice may terminate this agreement.

Section 3 The RHYSL will be responsible for routing matters, including the striping of the baseball fields and maintaining the fenced baseball, and softball fields areas so designated free of litter. The RHYSL will be responsible for supplying and managing the Concession Stand and the cleanliness of restrooms when utilized by the RHYSL. The RHYSL shall pay the City \$5.00 per month for the use of the park. The RHYSL will be responsible to maintain, repair major or minor damages and keep the park free of litter resulting from League events.

Section 4 The city will be responsible for mowing grass for all routine maintenance of the baseball, and softball fields, such to be performed and maintained at all times during the term of this agreement. The city is also responsible for the provision of utilities, including electricity. The city will be responsible for repairs of all facilities related to plumbing, electrical and fixtures, not caused by negligence of the RHYSL.

Section 5 The RHYSL shall not be permitted to make the alterations to fields and the areas adjacent without prior written approval from the City. Any and all alterations, additions or improvements made to the fields and the areas adjacent shall become the property of the City and remain on the premises.

Section 6 RHYSL programs will be priority; however, the city may offer the baseball and softball fields to the public during the term of this agreement and shall coordinate with the RHYSL the use of the fields.

Section 7 In an effort to conserve electricity, the RHYSL shall turn off all lights when not in use.

Section 8 The RHYSL shall at all time during the terms of this agreement, or any extension hereof, maintain adult supervision and monitor the fields at all times that the fields are in use.

Section 9 The City will allow the RHYSL to use and maintain the bathrooms located near the fields, and operate and maintain the Concession Stand.

Section 10 This instrument constitutes the sole and only agreement between the City and the RHYSL respecting the baseball, and softball areas adjacent to the fields. Both parties agreed that terms herein specified are correctly and set forth the obligation of the City and the RHYSL to each other as of its date.

Section 11 The RHYSL shall carry appropriate liability insurance and agrees to indemnify and hold harmless the City for any and all negligent and or intentional acts of RHYSL. Proof of appropriate insurance must be provided to the City at the time of execution of this agreement. Further, the city is not responsible for accidents occurring in connection with League events or property not owned by the City.

Section 12 The RHYSL shall permit City's agents, representatives or employees to enter on the premises for the purpose of inspection to determine whether RHYSL is in compliance with the terms of this agreement and for the purpose of maintaining repairs or altering the premise. The RHYSL shall receive one set of all keys to the Park and is not authorized to duplicate any of the keys.

Section 13 The RHYSL shall not assign any part of the premises herein to any other party without prior written consent from the City. However, the City will respect the RHYSL affiliation with any patron, sponsor, and/or youth organization.

Section 14 The RHYSL must provide adequate security in the parking lot and inside the park, preferably commissioned officers so they have power to arrest if necessary.

Section 15 The City agrees to allow the RHYSL to post up sponsor poster on back fence of the Baseball and Softball field for the term of this agreement.

In witness whereof, the undersigned have executed this agreement in two (2) original copies this 26th day of October 2021.

CITY OF RIO HONDO

City Administrator

RIO HONDO YOUTH SPORTS LEAGUE

President or Designee

Item 7

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1st day of October 2021, 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 City of Rio Hondo ("Contractor").

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. Scope of Work: Contractor will perform the scope of the work to the satisfaction of University as described below:

Staff, Equipment, and Training

- Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their municipality, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW is replaced, contractor will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW in order to protect the contractor and participant.
- Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, and a stadiometer. Specifications for these equipment items will be provided by University.
- Contractor will ensure that the CHW has a workspace, including venues to host exercise classes, DPP classes, and The Happy Kitchen/La Cocina Alegre™ classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants.

Participation in Program Meetings

- Contractor municipal leadership representatives will participate in a minimum of 2 semiannual meetings or seminars organized by University between October 1, 2021 and September 30, 2022.
- Contractor will ensure CHW participates in monthly meetings and seminars organized by University. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW is unable to attend a monthly meeting, a representative is required to attend in place of the CHW.

- Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

Coalition

- Contractor will ensure participation in an established local community coalition; if one does not exist, the Contractor will create a local community coalition. The purpose of this coalition is to help give contractor insight into additional strategies for creating a healthy community by involving community members to provide feedback and concerns. Contractor and community actions or improvements related to items discussed during the meetings should be documented.
 - Contractor municipal leadership representative must attend or host a minimum of 4 coalition meetings by September 30, 2022. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
 - Contractor must submit agendas, sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after coalition meeting was held.
 - Contractor 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. Contractor will communicate regularly with the aforementioned partners to facilitate communication and provide any timely updates.

Program Implementation

Contractor 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
 - Contractor will ensure that at least 265 individuals with risk factors for chronic disease are enrolled in the TSSC program between October 1, 2021 and September 30, 2022. Contractor will follow all TSSC components with enrolled participants and document participant changes as prescribed by University.
 - 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 referral process to support individuals who are at risk of or living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.
 - Contractor 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. 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, 2022.

Revised 8/17/2021

- Contractor 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. 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, 2022.
- 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
 - Contractor will ensure CHW utilizes 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 sections should be discussed with participants (e.g. role model, recipe, tips, upcoming events).
 - Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).
 - Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis to be posted on various University-run platforms.
- Social Support
 - Contractor will secure a minimum of 3 venues for group exercise offerings starting October 1, 2021 and maintain group exercise offerings at 3 venues until September 30, 2022.
 - Contractor will ensure that a minimum of 12 free exercise classes per week are implemented by October 1, 2021. Contractor will maintain the availability of 12 classes per week until September 30, 2022. The free exercise classes must be those taught by or coordinated by the CHW. All exercise classes should include nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University.
 - Contractor will actively promote and participate in The Challenge 2022 activities including the initial weigh-in events (January), midpoint weigh-in events (March) and weigh-out events (April). Participation includes ensuring that the CHW attends at least one event or provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge 2022 is moved to a virtual event only participation will be expected virtually.
- Education
 - Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.
 - Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum or Prevent T2.

Revised 8/17/2021

- Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
- Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2022.
 - Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, the total value of the contract will be less the specified amount of DPP classes.
- The certified DPP coach is required to shadow at least 3 DPP class sessions prior to launching their own or assisting with a DPP program.
- Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
- Contractor 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 contractor must agree and the CHW 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
 - Contractor will participate in CaraCara Trails meetings coordinated by University and/or partners, typically the Rails-to-Trails Conservancy.

Tracking Participant Data and Program Information

- Contractor will work with University to ensure the CHW is trained to use the My Own Med database system.
- Contractor will ensure that the CHW enters 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).
- Contractor 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 265 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. The contractor will receive written notice of any new and additional information required for data entry.

- Contractor will ensure CHW submits 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.
- Contractor will ensure CHW submits any and all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
- Contractor will submit the Project Status Form to University on a monthly basis to document progress towards metrics.
- Contractor will participate in UTHealth'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.
- Contractor will submit documentation of all other TSSC-related items including, but not limited to, partnerships with local businesses and organizations, newspaper articles, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. Duration of Agreement: This Agreement shall be effective 10/1/2021 and shall terminate on 09/30/2022.
3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger.

All invoices are paid 'Net 30 Days' from receipt of invoice.

Contractor must demonstrate fulfillment of these services to receive payment. If contractor does not invoice for a minimum of \$30,000 by April 15, 2022, University may choose to terminate this Agreement.

The total value of this Agreement shall not exceed \$60,000.00.

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.
5. Assignment: This Agreement is entered into in reliance upon and in consideration of the

singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.
7. Ownership and Use of Work Material.
 - 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
 - 7.2 Contractor grants and assigns to University all rights and claims of whatever nature 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 Contractor 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 Contractor or any other party unless expressly authorized by University in writing. Contractor 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, Contractor 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 Contractor has any rights in the Work Material which cannot be assigned, Contractor 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. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:

The University of Texas
Health Science Center at Houston
P.O. Box 20036
Houston, Texas 77225

To Contractor:

City of Rio Hondo
121 N. Arroyo Blvd.
Rio Hondo, Texas 78583

10. Indemnification: Not Applicable.

11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

13. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.
14. 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 Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - (A) Contractor'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, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor'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 Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's 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 Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor 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 Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor'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 Contractor'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 Contractor, in whole or in part. University and Contractor 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.
15. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
16. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
17. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.
18. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement

regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

19. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
20. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
21. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
22. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
23. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
24. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25. **Access by Individuals with Disabilities.** Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
26. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor 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"). Contractor certifies that Contractor and Contractor's 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.
27. Export Controls: Contractor 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) Contractor shall promptly notify University in the event that Contractor or any of Contractor'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 Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor'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 Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

- (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.
- (D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University's costs for obtaining a license or other authorization.
- (E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.

28. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.

29. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

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 CONTRACTOR 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.

CITY OF RIO HONDO

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: _____
Signature

By: _____
Signature (Authorized Purchasing Agent)

Typed Name

Typed Name

Title

Title

Revised 8/17/2021

Date

Date

PO Number

Item 8



FACILITIES SOLUTIONS AGREEMENT

Location No. 538
Contract No.
Customer No. 14702053
Main Corporate Code -> New CC 13218

Customer/Participating Agency City Of Rio Hondo
Address 222 W. Arroyo Blvd
City Rio Hondo State TX Zip 78583
Date
Phone 956-748-2102

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Rows include Dress Shirt Oxford (.278), Cotton Jean (.299), UF Shirt Reflector (.440), Uniform Advantage (.080), Preparation Advantage (.06), and Emblem Advantage (.05).

- This agreement is effective as of this date from ... to ... with a minimum term of 36 months.
Name Emblem \$ 1.555 ea
Customer Emblem \$ QUOTE ea
COD Terms \$ 20.00 per week charge for prior service
Automatic Lost Replacement Charge: Item N/A % of Inventory \$ Ea.
Minimum Charge \$ 35.00 per delivery.
Make-Up charge \$ 1.53 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.153 per garment.
Seasonal Sleeve Change \$.153 per garment.
Under no circumstances will the Company accept textiles bearing free liquid.
Artwork Charge for Logo Mat \$ QUOTE
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples".
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Rows include 4X6 Traffic Mat (7.42), 36' Dust Mop (1.17), SIG. Air SVC (3.523), SASNITIZING WIPES (56.00), and 3X10 Red Mat (4.35).

*Indicated bundled items/services

- Initial and check box if Unilease. All Garments will be cleaned by customer
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 538
CUSTOMER: Please Sign Name
By: Mario Ortiz Please Print Name
Title: Service Manager Please Print Title
Accepted-GM: Email

Omnia Partners Public Sector Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or

terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Item 9



Victor Insurance Managers Inc.
Windstorm & Hail Proposal

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor Insurance Managers Inc. no later than **11/03/2021**

Please Return To:

Victor Insurance Managers Inc.
3100 Wilcrest Drive, Ste. 200, Houston, TX 77042
Phone: (800) 284-4747
Ann.Ruot@victorinsurance.com

PREMIUM PAYMENT

Windstorm & Hail Coverages Accepted

Selection	Deductible	Total Limit	Premium
<input type="checkbox"/> Velocity Carriers	1% of TIV per Occurrence – Named Storm & \$50,000 per Occurrence – All Other Wind/Hail & 1% of TIV per Occurrence – Wind Driven Precipitation	\$7,049,702	\$46,429.32
<input type="checkbox"/> Lloyd’s of London	Buys \$45,000 out of primary deductible for a \$5,000 per occurrence deductible	\$7,049,702	\$16,396.63

(Initial)

By accepting this proposal, you acknowledge and understand that (1) a minimum policy premium may apply, (2) you have met all eligibility requirements regarding flood coverage at certain locations and (3) you have reviewed the windstorm location’s schedule and are in agreement with the locations and limits used in this proposal.

I, the undersigned, as an authorized representative of:

City of Rio Hondo

do hereby accept on behalf of the above named political subdivision the portions of the proposal as Indicated above.

Signature of Authorized

Official: _____ Title: _____

Date: _____

Ben Medina

From: Ruot, Ann C <ann.ruot@victorinsurance.com>
Sent: Tuesday, October 12, 2021 12:50 PM
To: Ben Medina
Cc: Michael Kuykendall; Linda Stanko; Claudia Poblano
Subject: Windstorm Renewal Proposal
Attachments: Rio Hondo Summary.doc; Rio Hondo PAF.doc; City of Rio Hondo - SOV.xls; Rio Hondo - TRIA - Velocity.pdf; City of Rio Hondo - Quote - Velocity.pdf; City of Rio Hondo - Quote - Balance.pdf; Rio Hondo Acord 125 - General Information.pdf

Good afternoon, Ben

Enclosed are the renewal proposal documents for the windstorm coverage expiring 11/6/2021:

- Summary page showing the primary and deductible buy-down pricing
- Proposal Acceptance Form (PAF)
- Statement of Values (SOV)
- Terrorism form (TRIA)
- Velocity proposal for primary windstorm coverage
- Balance proposal for deductible buy-down
- ACORD 125

Please provide the following on or before 11/3/2021 to bind the renewal:

- Completed, signed/dated Proposal Acceptance form (PAF)
- Signed/dated Statement of Values (SOV)
- Disclosure Notice of Terrorism Ins. Coverage
- ACORD 125 – complete the contact information on top of page 2, General questions on page 3 (as best you can), then sign/date

Thank you and let me know if you have any questions.

Ann Ruot



Ann Ruot

Senior Account Executive, Vice President, Victor US

3100 Wilcrest Drive, Suite 200, Houston, TX 77042

P: 713-787-2437 Cell: 832-606-4425

ann.ruot@victorinsurance.com

[victorinsuranceus.com](https://www.victorinsuranceus.com) | Follow Victor on [LinkedIn](#)

The information contained in this message and attachments, if any, is confidential and is intended solely for the use of the individual or entity to whom it is addressed. You should not copy, disclose or distribute this communication without the authority of Victor Insurance. Victor Insurance is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt. Victor Insurance does not guarantee that the integrity of this communication has been maintained nor that the communication is free of viruses, interceptions or interference. If you are not the intended recipient of this communication please return the communication to the sender and delete and destroy all copies. If you are interested in how we use your information and how you may exercise your rights in respect of that information, please refer to the Victor Insurance Privacy Policy <https://www.victorinsurance.com>.



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

AGENCY Victor Insurance Managers Inc. 3100 Wilcrest Drive, Suite 200 Houston, TX 77042	CARRIER		NAIC CODE
	COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
	POLICY NUMBER		
CONTACT NAME: Ann Ruot	UNDERWRITER		UNDERWRITER OFFICE
PHONE (A/C No. Ext): 713-787-2400	STATUS OF TRANSACTION	<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY
FAX (A/C No.):		<input type="checkbox"/> BOUND (Give Date and/or Attach Copy):	<input type="checkbox"/> RENEW
E-MAIL ADDRESS: ann.ruot@victorinsurance.com		CHANGE DATE	TIME
CODE: _____ SUBCODE: _____		CANCEL	<input type="checkbox"/> AM <input type="checkbox"/> PM
AGENCY CUSTOMER ID:			

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$	YACHT
BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$	
BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$	x Windstorm
COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$	
COMMERCIAL INLAND MARINE	\$		MOTOR CARRIER	\$	
COMMERCIAL PROPERTY	\$		TRUCKERS	\$	
CRIME	\$		UMBRELLA	\$	

ATTACHMENTS

<input type="checkbox"/> ACCOUNTS RECEIVABLE / VALUABLE PAPERS	<input checked="" type="checkbox"/> GLASS AND SIGN SECTION	<input checked="" type="checkbox"/> STATEMENT / SCHEDULE OF VALUES
<input type="checkbox"/> ADDITIONAL INTEREST SCHEDULE	<input type="checkbox"/> HOTEL / MOTEL SUPPLEMENT	<input type="checkbox"/> STATE SUPPLEMENT (If applicable)
<input type="checkbox"/> ADDITIONAL PREMISES INFORMATION SCHEDULE	<input type="checkbox"/> INSTALLATION / BUILDERS RISK SECTION	<input type="checkbox"/> VACANT BUILDING SUPPLEMENT
<input type="checkbox"/> APARTMENT BUILDING SUPPLEMENT	<input type="checkbox"/> INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	<input type="checkbox"/> VEHICLE SCHEDULE
<input type="checkbox"/> CONDO ASSN BYLAWS (for D&O Coverage only)	<input type="checkbox"/> INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
<input type="checkbox"/> CONTRACTORS SUPPLEMENT	<input type="checkbox"/> LOSS SUMMARY	
<input type="checkbox"/> COVERAGES SCHEDULE	<input type="checkbox"/> OPEN CARGO SECTION	
<input type="checkbox"/> DEALERS SECTION	<input type="checkbox"/> PREMIUM PAYMENT SUPPLEMENT	
<input type="checkbox"/> DRIVER INFORMATION SCHEDULE	<input type="checkbox"/> PROFESSIONAL LIABILITY SUPPLEMENT	
<input type="checkbox"/> ELECTRONIC DATA PROCESSING SECTION	<input type="checkbox"/> RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
11/6/2021	11/6/2022	<input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> AGENCY				\$	\$	\$

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) City of Rio Hondo P.O. Box 389 Rio Hondo, TX 78583				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION	<input checked="" type="checkbox"/> governmental entity			
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)				GL CODE	SIC	NAICS	FEIN OR SOC SEC #
				BUSINESS PHONE #:			
				WEBSITE ADDRESS			
<input type="checkbox"/> CORPORATION	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION				
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> LLC NO. OF MEMBERS AND MANAGERS: _____	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> TRUST				

CONTACT INFORMATION

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME: Ben Medina		CONTACT NAME:	
PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL 956-748-4394	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: bmedina@riohondo.us		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET Refer to statement of values	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: STATE:	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY: ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input checked="" type="checkbox"/> SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE	

DESCRIPTION OF PRIMARY OPERATIONS

Governmental Entity

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %
---	--	---

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BREACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
	REFERENCE / LOAN #:	INTEREST END DATE:	LOCATION:	BUILDING:	VEHICLE:	BOAT:	AIRCRAFT:
LIEN AMOUNT:	PHONE (A/C, No, Ext):	ITEM DESCRIPTION		FAX (A/C, No):			
REASON FOR INTEREST:		E-MAIL ADDRESS:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y/N								
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PARENT COMPANY NAME</td> <td style="width:30%;">RELATIONSHIP DESCRIPTION</td> <td style="width:20%;">% OWNED</td> </tr> </table>	PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED						
PARENT COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED							
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SUBSIDIARY COMPANY NAME</td> <td style="width:30%;">RELATIONSHIP DESCRIPTION</td> <td style="width:20%;">% OWNED</td> </tr> </table>	SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED						
SUBSIDIARY COMPANY NAME	RELATIONSHIP DESCRIPTION	% OWNED							
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?									
<input type="checkbox"/> SAFETY MANUAL <input type="checkbox"/> SAFETY POSITION <input type="checkbox"/> MONTHLY MEETINGS <input type="checkbox"/> OSHA <input type="checkbox"/>									
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?									
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">LINE OF BUSINESS</td> <td style="width:25%;">POLICY NUMBER</td> <td style="width:25%;">LINE OF BUSINESS</td> <td style="width:25%;">POLICY NUMBER</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER					
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER						
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)									
<input type="checkbox"/> NON-PAYMENT <input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER <input type="checkbox"/>									
<input type="checkbox"/> NON-RENEWAL <input type="checkbox"/> UNDERWRITING <input type="checkbox"/> CONDITION CORRECTED (Describe):									
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?									
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).									
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">OCCUR DATE</th> <th style="width:40%;">EXPLANATION</th> <th style="width:25%;">RESOLUTION</th> <th style="width:20%;">RESOLVE DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE					
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE						
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:									
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)									
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?									
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)									
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)									

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

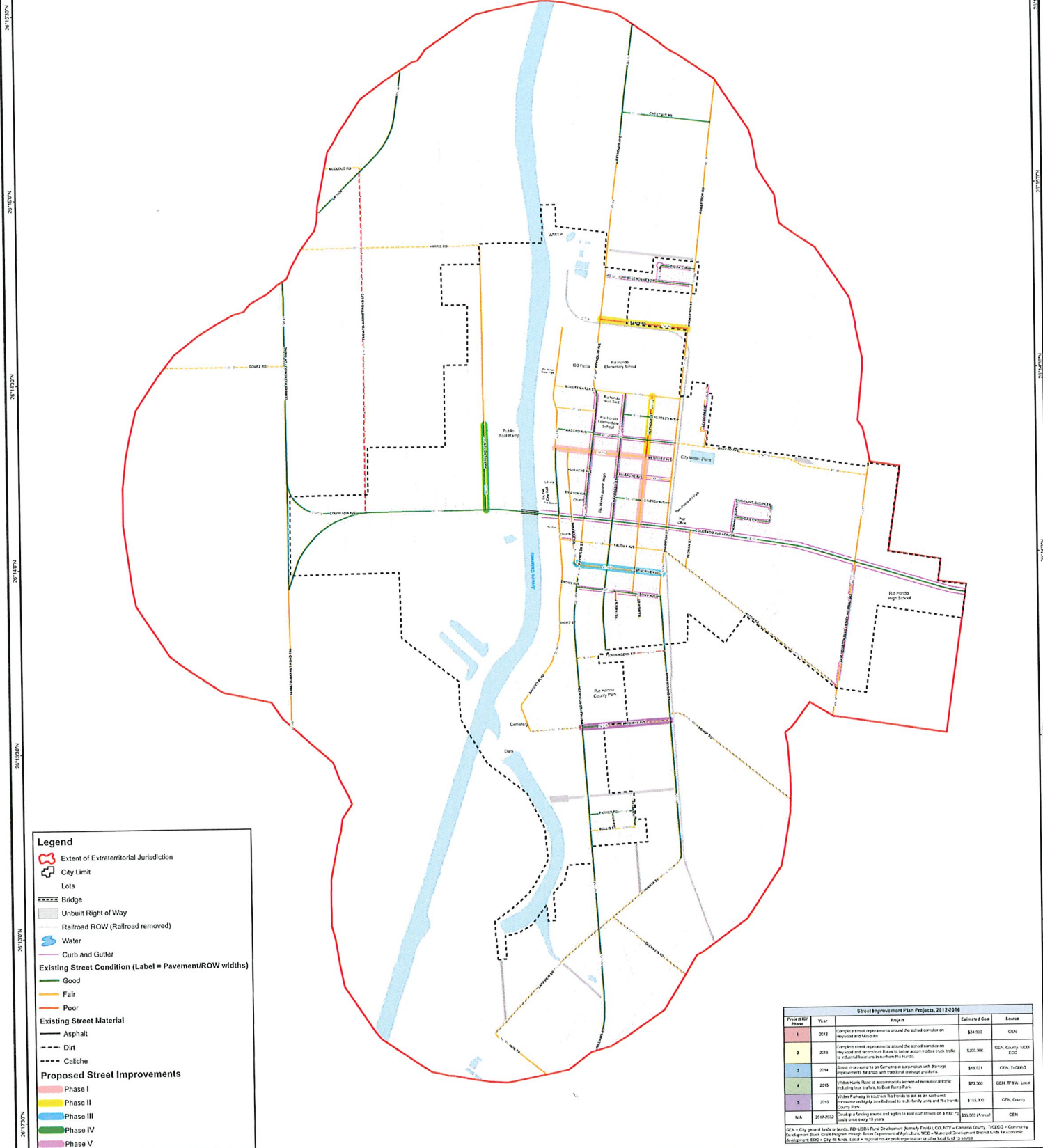
Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print) Ann Ruot	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

Item 10

97°36'30"W 97°36'00"W 97°35'30"W 97°35'00"W 97°34'30"W 97°34'00"W



Legend

- Extent of Extraterritorial Jurisdiction
- City Limit
- Lots
- Bridge
- Unbuilt Right of Way
- Railroad ROW (Railroad removed)
- Water
- Curb and Gutter

Existing Street Condition (Label = Pavement/ROW widths)

- Good
- Fair
- Poor

Existing Street Material

- Asphalt
- Dirt
- Caliche

Proposed Street Improvements

- Phase I
- Phase II
- Phase III
- Phase IV
- Phase V

Project ID	Year	Project	Estimated Cost	Source
1	2012	Complete street improvements around the school campus on Westwood at Madison	\$34,500	GEN
2	2013	Complete street improvements around the school campus on Westwood and Westwood Blvd to include access to bus stops and related facilities in northern Rio Hondo	\$103,500	GEN, County, MCD, ESC
3	2014	Street improvements on Commerce in conjunction with bridge improvements to work with traditional drainage practices	\$15,521	GEN, TCEQ
4	2015	Upgrade Harris Road to accommodate increased demand of HOV's parking bus traffic to Blair Elementary	\$75,000	GEN, FEA, Local
5	2015	Upgrade primary roadways to include sidewalks and shoulders on highly traveled roads to include City and Rio Hondo County PAs	\$155,000	GEN, County
NA	2012-2032	Develop a funding source and a plan to fund current and future projects on a regular basis on a yearly basis	\$11,000 Annual	GEN

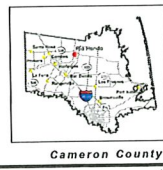
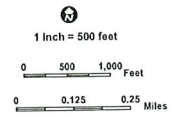
GEN = City general funds to build; FEA = Federal Development Quarterly; FEA - Cameron County; TCEQ = Community Development Block Grant Program through Texas Department of Agriculture; MCD = Municipal Development District funds for community development; ESC = City of Escobedo, Texas - a related road work program on street fronted by ESC.

GrantWorks, Inc.
 2301 Northland Drive, Austin, TX 78756
 Phone (512) 430-0333 Fax (512) 430-0332
 FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE
 Preparation of this document was financed through purchase of a
 Texas Community Development Block Grant from the U.S. Department
 of Housing and Urban Development.



City of Rio Hondo Cameron County, Texas

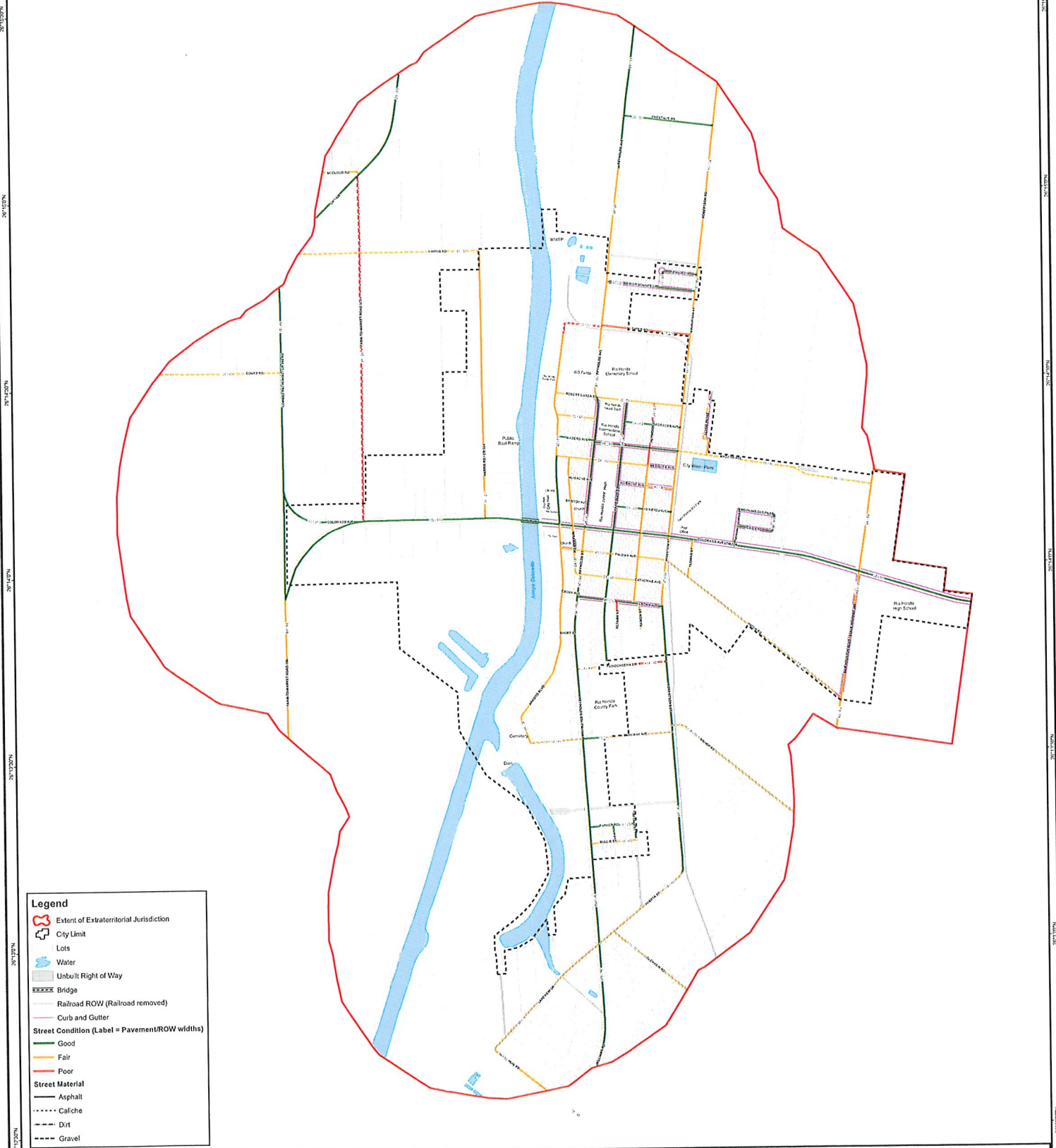
Map 8B
 Street System Improvements 2012 - 2032
 February 2012



Disclaimer
 The project and cost data included in this planning study are to be used for general planning purposes only and do not constitute a final engineering design or construction contract. The City of Rio Hondo is not responsible for any errors or omissions in this study or for any consequences arising from its use. The City of Rio Hondo is not responsible for any errors or omissions in this study or for any consequences arising from its use. The City of Rio Hondo is not responsible for any errors or omissions in this study or for any consequences arising from its use.

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Legend

- Extent of Extraterritorial Jurisdiction
- City Limit
- Water
- Unbuilt Right of Way
- Bridge
- Railroad ROW (Railroad removed)
- Curb and Gutter
- Street Condition (Label = Pavement/ROW widths)**
- Good
- Fair
- Poor
- Street Material**
- Asphalt
- Caliche
- Dirt
- Gravel

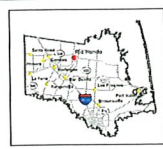
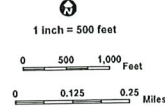
GrantWorks, Inc.
 2201 Northland Drive, Austin, TX 78756
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Cameron County, Texas

City of Rio Hondo Cameron County, Texas

Map 8A
Existing Street Conditions 2012
February 2012



Disclaimer
 The map and data have been prepared by the City of Rio Hondo for informational purposes only. It is not intended to be used for legal or financial purposes. The City of Rio Hondo is not responsible for any errors or omissions in this map or data. The City of Rio Hondo is not responsible for any damages or losses resulting from the use of this map or data. The City of Rio Hondo is not responsible for any actions taken based on this map or data. The City of Rio Hondo is not responsible for any actions taken based on this map or data. The City of Rio Hondo is not responsible for any actions taken based on this map or data.

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Item 11



