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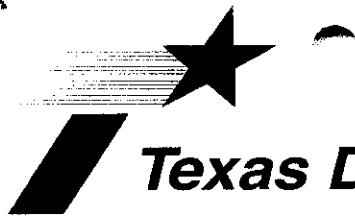
FILED FOR RECORD  
at 1:10 o'clock P M

JAN 25 2010

LINDA BROOKS  
County Clerk, Tarrant County, Tex.  
By: *[Signature]*

# April 13, 2010 Primary Runoff

	<b>Polling Place</b>
<b>101, 103</b>	Celeste Fire Station 102 2nd Street-Celeste
<b>102</b>	Wolfe City Fire Station 104 S. Santa Fe- Wolfe City
<b>104, 105, 106, 107, 108, 109, 110</b>	Salem-Kinser United Methodist 1315 Rees-Greenville
<b>211, 212, 213, 214</b>	Southwood Christian Church 1304 W Jack Finney-Greenville
<b>215, 217, 218</b>	Trestle Board Lodge 402 Richmond Ave - Quinlan
<b>216</b>	First Baptist Church 2503 First- Caddo Mills
<b>319, 320</b>	Lone Oak Civic Center 111 Town Square in Lone Oak
<b>321, 322, 323</b>	Faith Baptist Church FM 751 & Hwy 276 - Quinlan
<b>324, 325, 326</b>	Fletcher Warren Civic Center 5501 Hwy 69 S-Greenville
<b>427, 428, 429, 430, 433, 434</b>	Commerce City Hall 1119 Alamo - Commerce
<b>431, 432, 435, 436</b>	Reecy Davis Recreational Center 4320 Lee - Greenville



# Texas Department of Transportation

3001 IH30 East \* Greenville, Texas \* 75402 \* (903)455-2363

January 4, 2010

The Honorable John Horn  
Hunt County Judge  
Hunt County Courthouse  
P.O. Box 1097  
Greenville, Texas 75402

11, 406

**FILED FOR RECORD**  
at 1:00 o'clock P M

JAN 25 2010

RE: Surplus Right of Way Interest  
Hunt County

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By [Signature]

Dear Judge Horn:

Please reference the attached right of way map depicting a parcel owned by TxDOT highlighted with a blue highlighter. Recently Mr. Larry Green, representing Mr. Bobby Crowell, approached us to purchase this property from TxDOT. Since the property is located within the boundaries of Local Public Agencies, "Collin County and Hunt County", we are first obligated to offer purchase of the property to either Hunt or Collin County. Please note that if interested the County would be required to pay for a survey, plat and appraisal along with the cost of the property.

Hunt County will have 30 days to notify our office of their interest in the subject property.

Should you have any questions or require further clarifications, please feel free to contact our office at telephone number (903) 455-2363.

Sincerely,

R. Craig Miser, P.E.  
Area Engineer

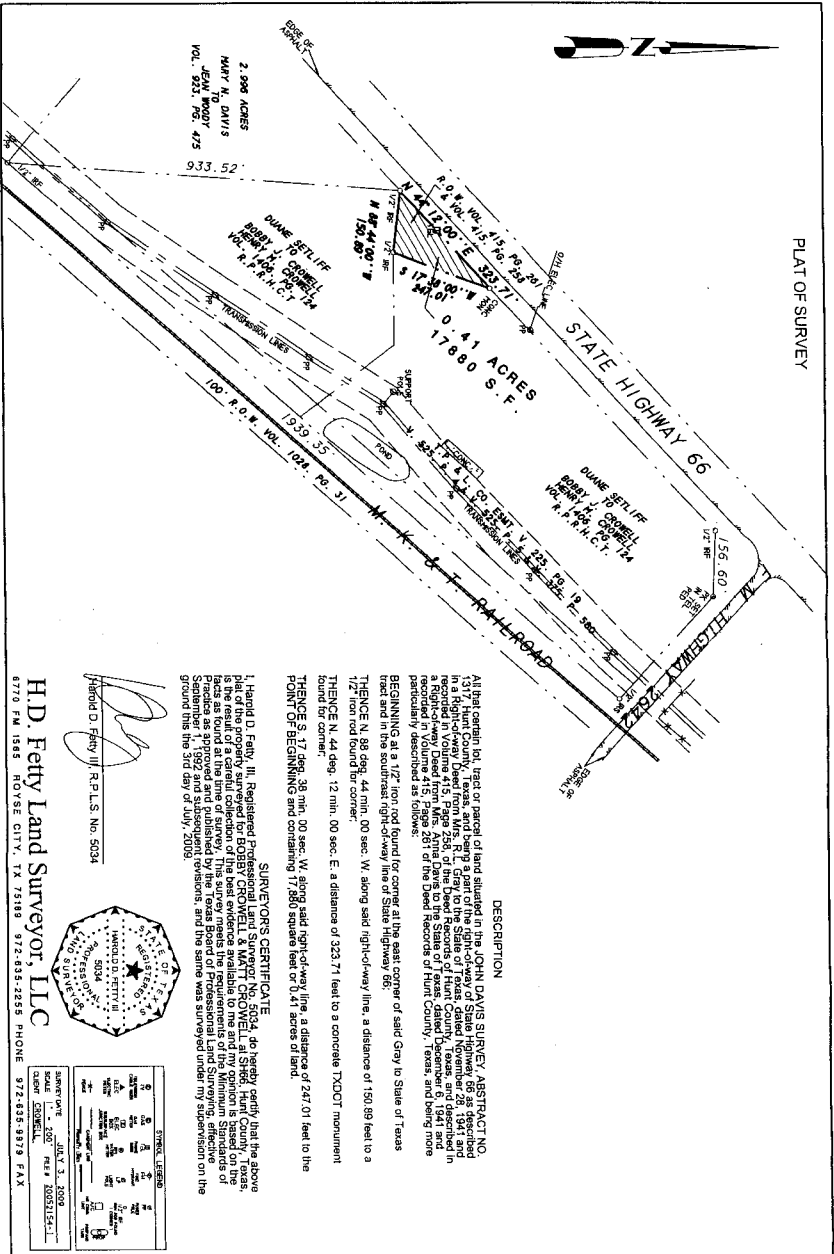
Attachment: (one sheet depicting the parcel)

/rcm

copy: Littlefield  
Mackey  
Miser

T:\GREEN\RCMISER\HUNT COUNTY\SURPLUSROWINTERESTSH66.DOC

PLAT OF SURVEY



DESCRIPTION

All that certain lot, tract or parcel of land situated in the JOHN DAVIS SURVEY, ABSTRACT NO. 1317, Hunt County, Texas, and being a part of the right-of-way of State Highway No. 66 (S.H. 66) and being a part of the right-of-way of the Texas Eastern Railroad, as shown on the plat of said highway and railroad and recorded in Volume 415, Page 254, of the Public Records of Hunt County, Texas, and described in a Right-of-Way Deed from Mrs. Anna Dams to the State of Texas, dated and recorded in Volume 107, Page 171, of the Public Records of Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner at the east corner of said Gray to State of Texas road and in the southeast right-of-way line of State Highway 66;

THENCE N. 88 deg. 44 min. 00 sec. W. along said right-of-way line, a distance of 150.89 feet to a 1/2" iron rod found for corner;

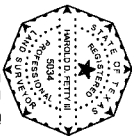
THENCE N. 44 deg. 12 min. 00 sec. E. a distance of 323.71 feet to a concrete TxDOT monument found for corner;

THENCE S. 17 deg. 38 min. 00 sec. W. along said right-of-way line, a distance of 247.01 feet to the POINT OF BEGINNING and containing 17,880 square feet or 0.41 acres of land.

SURVEYOR'S CERTIFICATE

I, Harold D. Fety III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for BOBBY CROWELL & MATT CROWELL, at SHREVE, Hunt County, Texas, is the result of a careful collection of the best evidence of the measurements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1967 and subsequent revisions, and the same was surveyed under my supervision on the grounds this the 21st day of July, 2009.

*Harold D. Fety III*  
 Harold D. Fety III, R.P.L.S. No. 5034



**H.D. Fety Land Surveyor, LLC**  
 8770 FM 1545 ROYSE CITY, TX 75789 972-683-2255 PHONE 972-683-9879 FAX

CHECK LIST	
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2.098 ACRES  
 MARY M. DAVIS  
 JOHN WOODY  
 VOL. 923, PG. 473  
 9.33 52'

DUNE ERLIFE  
 BOBBY J. CROWELL  
 VOL. R. 1, P. 114, C. 1

17880 S.F.  
 0.41 ACRES

STATE HIGHWAY 66

DUNE ERLIFE  
 BOBBY J. CROWELL  
 VOL. R. 1, P. 114, C. 1

RAILROAD

W. WEST 111<sup>TH</sup> ST.

11,408

FILED FOR RECORD  
LINDA BROCKS  
COUNTY CLERK-HUNT CO., TEXAS  
10 APR 22 PM 1:56  
BY: *[Signature]*  
DEPUTY

# INTERLOCAL COOPERATION CONTRACT VIDEO TELECONFERENCING PROJECT

The State of Texas

County of Tarrant

THIS INTERLOCAL CONTRACT ("CONTRACT"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "ACT"), by and between the North Central Texas Trauma Regional Advisory Council (hereafter NCTTRAC) having its principal place of business at 600 Six Flags Drive, Suite 160, Arlington, Texas 76011, and Hunt County (Receiving Agency), a local government, created and operated to provide one or more governmental functions and services, having its principal place of business at 2507 Lee Street, Greenville, TX, 75403.

## I. CONTRACTING PARTIES

Complete Address:	The Receiving Agency:
	HUNT COUNTY
	P.O. BOX 1097, 2507 LEE STREET
	GREENVILLE, TEXAS 75403
The Performing Agency:	NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL

## II. LEGAL AUTHORITY

The Receiving Agency represents and warrants to NCTTRAC that:

1. It recognizes NCTTRAC to be a non-profit corporation created under Texas Administrative Code Title 25, Part 1, Chapter 157 and operated to provide one or more governmental functions and services, and as defined as a "Political Subdivision" per §791.003 (3d) and §791.003 (5), and
2. The Receiving Agency is eligible to contract with NCTTRAC under the ACT because it is one of the following: a local government, as defined in the ACT (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in §771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and
3. The Receiving Agency possesses adequate legal authority to enter into this CONTRACT.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

III. STATEMENT OF SERVICE TO BE PERFORMED:

The Receiving Agency and the NCTTRAC agree to provide services as set forth in the statement of work attached as Exhibit A, Video Teleconferencing Project.

IV. BASIS FOR CALCULATING COSTS:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

V. CONTRACT AMOUNT:

Equipment and services provided by NCTTRAC under this CONTRACT are provided to the Receiving Agency at no cost.

VI. PAYMENT FOR SERVICES:

The basis for calculating payment for services is outlined in the statement of work attached as Exhibit A, Video Teleconferencing Project.

VII. TERM OF CONTRACT:

This CONTRACT is effective as of the date of the last signature. The CONTRACT will remain in effect until canceled by the parties in accordance with the terms set forth in paragraph VIII below.

VIII. TERMINATION:

This CONTRACT may be terminated by either the Receiving Agency or NCTTRAC upon thirty (30) days written notice or immediately if the prime award is terminated by the Texas Department of State Health Services (DSHS).

IX. GENERAL PROVISIONS:

1. This CONTRACT is entered into by the duly authorized officials of each respective party.
2. To the extent authorized by the laws and constitution of the State of Texas, NCTTRAC shall not be liable to the Receiving Agency for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. NCTTRAC does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Agency agrees to work cooperatively with NCTTRAC to maintain services to the best of both parties' abilities.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

3. During the term of this CONTRACT and any extensions thereto, the Receiving Agency assumes all liability arising from the use of the video teleconferencing network and associated equipment.
4. In case any other provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this CONTRACT, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been included in this CONTRACT.
5. It is understood by both parties that each will fulfill its responsibilities under this CONTRACT in accordance with the provisions of law and regulations that govern their activities. Nothing in this CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict up to, and including, forfeiture of the use and return to NCTTRAC those assets described in the statement of work attached as Exhibit A.
6. This CONTRACT constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this CONTRACT. No amendment, modification or alteration of the terms of the CONTRACT shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.
7. Each person signing this CONTRACT on behalf of a party hereby confirms for the benefit of the other party to this CONTRACT that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.
8. Force Majeure - Either party may be excused from performance under this CONTRACT for any period that such party is prevented from performing its obligations in whole or in part as a result of any act of God, war, civil disturbance, epidemic, court order, or other event outside the control of such party, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control.
9. Neither party has authority for and on behalf of the other except as provided in this CONTRACT. No other authority, power, partnership, use or rights are granted or implied except as provided by Texas and or Federal laws and regulations, and as defined in Exhibit A to this CONTRACT.
10. Neither party may incur any debt, obligation, expense or liability of any kind on behalf of the other party without the other party's express written approval.

Interlocal Cooperation Contract – Video Teleconferencing Project, continued

**X. CONTRACT SIGNATURES:**

The UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this CONTRACT. It is mutually understood that this CONTRACT shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the governing body of a party is required to approve this CONTRACT, it shall not become effective until approved by the governing body of that party. In that event, this CONTRACT shall be executed by the duly authorized official(s) of the party as expressed in an approving resolution or order of the governing body of said party, a copy of which shall be attached to this CONTRACT.

<b>RECEIVING AGENCY</b>	
<b>HUNT COUNTY</b>	
<Insert County Name Above>	
<p>APPROVED AS TO FORM AND LEGALITY: ATTEST:</p> <p><i>2/27/10</i> &lt;Date&gt;</p> <p><i>[Signature]</i> &lt;Attorney Signature&gt;</p> <p><b>DANIEL W. RAY</b> &lt;Insert Printed Attorney Name Above&gt;</p> <p><b>HUNT COUNTY CIVIL ATTORNEY</b> &lt;Insert Printed Attorney Agency if Applicable Above&gt;</p>	<p>APPROVED:</p> <p><i>1-11-10</i> &lt;Date&gt;</p> <p><i>[Signature]</i> &lt;Signed&gt;</p> <p><b>JOHN L. HORN</b> &lt;Insert Printed Authorized Signatory Name Above&gt;</p> <p><b>HUNT COUNTY JUDGE</b> &lt; Insert Printed Signatory Title Above&gt;</p>
<b>PERFORMING AGENCY</b>	
<b>NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL</b>	
<p>APPROVED AS TO FORM AND LEGALITY: ATTEST:</p> <p><i>4-13-10</i> &lt;Date&gt;</p> <p><i>[Signature]</i> &lt;Attorney Signature&gt;</p> <p><b>William P Remington</b> &lt;Insert Printed Attorney Name Above&gt;</p> <p><b>General Counsel</b> &lt;Insert Printed Attorney Agency if Applicable Above&gt;</p>	<p>APPROVED:</p> <p><i>16 APR 10</i> &lt;Date&gt;</p> <p><i>[Signature]</i> &lt;Signed&gt;</p> <p><b>Hendrik J. Antonisse</b> &lt;Insert Printed Authorized Signatory Name Above&gt;</p> <p><b>Executive Director</b> &lt; Insert Printed Signatory Title Above&gt;</p>

**EXHIBIT A**  
**VIDEO TELECONFERENCING PROJECT**

**I. Purpose of Agreement**

It is the purpose of this CONTRACT to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the utilization of video teleconferencing equipment purchased with Hospital Preparedness Program (HPP) funds by the North Central Texas Trauma Regional Advisory Council (NCTTRAC).

**II. Program Description**

The Video Teleconferencing (VTC) Project improves regional health and medical response capacity by providing video teleconferencing equipment for communications between regional and local emergency operations centers, and selected acute care facilities, and provides a redundant communications medium for response officials during emergencies. Additionally, the VTC provides a communications system for remote attendance at those training events and meetings that may be broadcast over the VTC system. NCTTRAC owns and maintains the video bridge that acts at the “hub” of the system. Receiving Agencies holding the VTC unit must connect to the NCTTRAC server via the internet, and may also connect with other compatible systems. The NCTTRAC bridge is capable of supporting up to 80 simultaneous connections under the current configuration.

VTC units are comprised of a Tandberg Edge 95 videoconference CODEC, a Tandberg 720P high definition PTZ camera, a 50” plasma monitor, a firewall traversal system, and a cart mounting system. Total acquisition value of this equipment package is \$13,600.

Minimum system standards that must be met by the Receiving Agency include:

- Provision of at least one internal IP address. Two IP addresses are preferred.
- IP network connection of 100 Mbps, full duplex LAN connection.
- Network latency of 50ms or lower.
- Minimum of 1 Mbps synchronous bandwidth from an internet service provider.
- Access to an internet service provider that is free of internet proxy server.
- Port 443 must be open on firewall.
- Network saturation of 70% or lower.

NCTTRAC has provided, and will coordinate VTC system maintenance through August 21, 2010. Certain warranty provisions may apply. Maintenance contracts may be extended as permitted under Hospital Preparedness Program guidelines and as funding permits. Receiving Agency may be asked to support or share maintenance costs after this date if program guidelines or funding constraints preclude NCTTRAC provision of maintenance contract.

VTC systems and units are regional assets. The Receiving Agency is considered the “Owner” of the VTC unit and holds title to the VTC unit during the term of this



## Interlocal Cooperation Contract – Video Teleconferencing Project Exhibit A

CONTRACT and subject to applicable state and federal laws regarding its return upon termination of this CONTRACT.

Jurisdictions, hospitals, and other health and medical partners may request access to the VTC unit for the purpose of attending training or regional meetings that are broadcast over the system, or to participate in disaster communications.

The Receiving Agency will provide technical support for the daily operation of the VTC unit.

Determination and resolution of configuration and installation issues must be completed prior to shipment of the equipment and installation by NCTTRAC's vendor. Conduct of this configuration analysis may be via meeting or conference call, as mutually agreed by both parties.

NCTTRAC must approve all VTC system and unit configuration changes.

### **III. Purpose**

The VTC supports regional preparedness, meetings, training, response, and recovery operations. The system may be used to connect Emergency Operation Centers (EOC's), Hospitals and Public Health Agencies to one another during an emergency or may be used to connect to the NCTTRAC for training events and meetings

### **IV. Responsibilities of the Parties Under Agreement**

In consideration of the mutual aims, desires and promises of the parties to this CONTRACT, and, in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this CONTRACT shall be as follows:

#### **1. The Receiving Agency shall:**

- a) Sign the Texas Department of State Health Services Non-Expendable Personal Property Report Form (Form GC-1 1) and Property Transfer Record when the VTC unit is acquired from NCTTRAC.
- b) Provide appropriate secure location for the VTC unit.
- c) Make the VTC unit available for use during exercises and emergencies.
- d) Designate personnel that will provide technical support for the operation and repair of the VTC unit. Make such personnel available for system training as coordinated with NCTTRAC.
- e) Provide access to the VTC unit to NCTTRAC and designated agents for the purpose of life-cycle maintenance / replacement of VTC components, and provide staff support during such periods.
- f) Conduct an annual or special inventory of all VTC assets and provide results upon request to NCTTRAC. Regular inventories will be conducted by August 31<sup>st</sup> annually.
- g) Notify NCTTRAC if replacement or repair of damaged or non-functional equipment is required.

Interlocal Cooperation Contract – Video Teleconferencing Project Exhibit A

- h) Implement a control system to ensure adequate safeguards against loss, damage or theft. Any loss, damage, or theft of property must be investigated, fully documented, and promptly reported to NCTTRAC.
- i) Maintain insurance or other means of replacing the VTC unit. The Receiving Agency will provide NCTTRAC a document reflecting that it holds such insurance or other means of replacing the VTC unit. Indicate that such insurance or other means of replacing the VTC unit is evident by completion and return to NCTTRAC of Attachment (1) to this Exhibit, Affidavit of Insurance or Other Means of Replacement. If insurance is provided by a third party policy, Receiving Agency will provide to NCTTRAC a copy of the Certificate of Insurance.
- j) Be responsible for repair / replacement of VTC equipment items that are broken, damaged, or missing due to misuse, negligence, theft or become unusable outside of normal lifespan expectations.
- k) Maintain transfer of custody documents and equipment inventories, and ensure that all assets are appropriately accounted for such transfer occurs.
- l) Maintain VTC equipment in original configuration as installed. Request pre-approval for desired configuration changes from NCTTRAC.
- m) The Receiving Agency will provide NCTTRAC a document reflecting agency points of contact for this project. Information will be returned to NCTTRAC using Attachment (2) to this Exhibit, Video Teleconference Equipment Support Assignments.

**2. NCTTRAC shall:**

- a) Allow the VTC unit to remain in the possession of the Receiving Agency with the understanding that the Receiving Agency will commit to its responsibilities as outlined in this CONTRACT.
- b) Monitor the performance of the Receiving Agency in regards to performance under this CONTRACT and advise the Receiving Agency of any and all concerns regarding performance.
- c) Conduct an annual or special inventory of all equipment and provide results to the Texas Department of State Health Services (DSHS) or as required by special audit. NCTTRAC will provide to the Receiving Agency electronic and hard copies of inventory and inventory reporting documents to support the conduct of inventories and audits.
- d) Provide assistance in securing and arranging for technical support for VTC operations and repair, and for support of use during disasters.
- e) Facilitate vendor installation of equipment at site designated by Receiving Agency, and facilitate training to the Receiving Agency and its key personnel. NCTTRAC will host training events to familiarize key personnel within the Agency. NCTTRAC will coordinate training via equipment or desktop sharing with the VTC vendor upon request by the Agency.
- f) Control all VTC system and unit configuration changes to ensure system interoperability and functionality.

-----End of Exhibit A -----

**AFFIDAVIT OF INSURANCE  
OR OTHER MEANS OF REPLACEMENT  
VIDEO TELECONFERENCING PROJECT**

HUNT COUNTY Receiving Agency:  
P.O. BOX 1097, 2507 LEE STEET Address:  
GREENVILLE, TEXAS 75403 City, State, Zip code

In accordance with Section IV, paragraph 1(i), of Exhibit (A) to the Video Teleconferencing Project Interlocal Cooperation Contract,

I, SANDY ORANGE, hereby swear or affirm that  
(Insert Signatory Name Above)

HUNT COUNTY, TEXAS \_\_\_\_\_ holds the required amount of  
(Insert Receiving Agency Name Above)

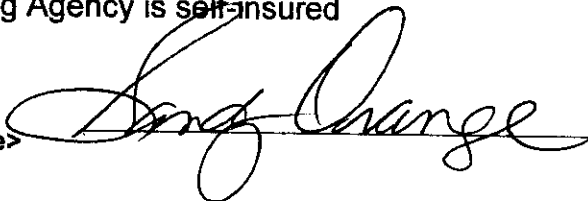
insurance, or other means of replacement, for the total value of the Video Teleconferencing Unit.

Check box if insurance is provided by a third party

Check box if Receiving Agency is self-insured

ATTEST:

< Insert Signature Above >



<Insert Printed Signatory Name Above> SANDY ORANGE

<Insert Printed Signatory Title Above> DIRECTOR OF HUMAN RESOURCE AND RISK MANAGEMENT

<Insert Date of Signature Above>

2-10-10

Third Party insurance certificate is attached

Return form(s) to: NCTTRAC  
600 Six Flags Drive, Suite 160  
Arlington, TX 76011



Human Resources/ Risk Management Department  
P.O. Box 1097  
Greenville, Texas 75403-1097

---

TELEPHONE (903) 408-4103  
FAX (903) 408-4291  
[www.huntcounty.net](http://www.huntcounty.net)

February 11, 2010

North Central Texas Trauma Regional Advisory Council  
600 Six Flags Drive, Suite 160  
Arlington, Texas 76011

To Whom It May Concern:

This letter is to let you know that Hunt County has insurance through Texas Association of Counties, P O Box 2131, Austin, Texas 78768. We have added the Video Teleconferencing Equipment which is comprised of a Tandberg Edge 95 videoconference CODEC, a Tandberg 720P high definition PTZ camera, a 50" plasma monitor, a firewall traversal system, and a cart mounting system. Total value of the equipment is \$13,600.00.

Sincerely,

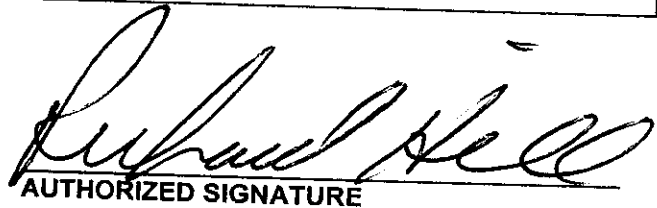
Sandy Orange  
Human Resources/Risk Management  
Director

## VIDEO TELECONFERENCE EQUIPMENT SUPPORT ASSIGNMENTS

HUNT COUNTY Receiving Agency:  
P.O. BOX 1097, 2507 LEE STREET Address:  
GREENVILLE, TEXAS 75403 City, State, Zip code:

In accordance with Section IV, paragraph 1(m), of Exhibit (A) to the Video Teleconferencing Project, support staff is assigned as follows:

PRIMARY POINT OF CONTACT	
Name:	RICHARD HILL
Organization Name:	HUNT COUNTY EMERGENCY MANAGEMENT
Work Phone Number:	903-408-4246
Cell Phone Number:	903-450-7001
Email address:	rhill@huntcounty.net
SECONDARY POINT OF CONTACT	
Name:	DAVID ALEXANDER
Organization Name:	HUNT COUNTY EMERGENCY MANAGEMENT
Work Phone Number:	903-408-4246
Cell Phone Number:	972-741-9231
Email address:	rhill@huntcounty.net



AUTHORIZED SIGNATURE

RICHARD K. HILL

PRINTED SIGNATURE

EMERGENCY MANAGEMENT COORDINATOR

TITLE

2-21-2010  
<Insert Date of Signature Above>

Return form(s) to: NCTTRAC  
600 Six Flags Drive, Suite 160  
Arlington, TX 76011

# RISK MANAGEMENT POOL

## CERTIFICATE OF PROPERTY COVERAGE

The Texas Association of Counties Risk Management Pool ("the Pool") is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

### NAME AND ADDRESS OF COVERED COUNTY:

Hunt County  
P.O. Box 1097  
Greenville, TX 75403-1097

Coverage Agreement No.: PR 1160 3009 07 01

Coverage Period: 3/4/2010 to 7/1/2010

### PROPERTY

#### Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

Actual cash value

Deductible: \$1,000

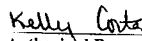
#### With respect to the following property:

VIDEO TELECONFERENCING EQUIPMENT

Total Value: \$13,600

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Certificate Holder**  
NCTTRAC  
600 Six Flags Drive Suite 160  
Arlington, TX 76011

  
**Authorized Representative**  
Texas Association of Counties  
1210 San Antonio St.  
Austin, TX 78701-1834  
(512) 478-8753

*Certificate Issued*  
March 23, 2010



# 11,411

FILED FOR RECORD

at 1 o'clock P M

JAN 25 2010

VITALCHEK NETWORK, INC.  
SERVICE AGREEMENT

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By: *[Signature]*

This Agreement is entered into this 25th day of January 2010, by and between VitalChek Network, Inc., a Tennessee Corporation ("VitalChek") and Hunt County ("Agency").

WHEREAS, VitalChek is engaged in the business of providing a service which expedites the processing of various types of governmental service requests and guarantees the payment to participating governmental agencies for the fulfillment of such requests (hereinafter referred to as the "Service"); and,

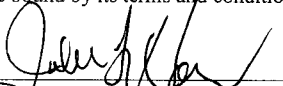
WHEREAS, Agency is desirous of installing the Service and providing access to the service to the public;

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Agency do hereby agree as follows:

1. VitalChek shall, at its expense, install at mutually agreed upon facilities of Agency all hardware and software associated with the Service.
2. VitalChek shall, at its expense, train and authorize appropriate personnel of Agency in the use and operation of the hardware and software associated with the service.
3. VitalChek will make payment to Agency in an amount equal to Agency's charges for all properly authorized requests which are processed through the Service. Such payments shall be made in a manner acceptable to both Agency and VitalChek.
4. VitalChek will honor all properly authorized requests from individuals or entities seeking to utilize the Service.
5. VitalChek will charge the consumer/applicant a convenience fee for the use of the service, and will accept payment of such convenience fee through the use of a valid MasterCard, Discover Card or American Express credit card; as well as most major debit cards.

6. This Agreement shall be effective as of the date first set forth above and shall continue in effect for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless either party provides the other with written notice of termination not less than sixty (60) days prior to the expiration of the then existing term.
7. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
8. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

  
\_\_\_\_\_  
AGENCY

VITALCHEK NETWORK, INC.

By: John L. Horn

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

Title: County Judge

Title: \_\_\_\_\_

Date: 1-25-10

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



# 11,412  
FILED FOR RECORD  
at 1 o'clock P M  
JAN 25 2010



2010 JAN -3 PM 2:04  
LINDA BROOKS  
COUNTY CLERK

By: LINDA BROOKS  
County Clerk, Hunt County, Tex.  
*[Signature]*

**INTERLOCAL AGREEMENT  
BETWEEN HUNT COUNTY AND WOOD COUNTY**

This agreement is made this 8<sup>th</sup> day of January, 2010 between Hunt County, Texas and Wood County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code: and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

**I.**

The County of Hunt, hereby makes, constitutes and appoints Wood County its true and lawful purchasing agent for the purchase of Prescription Drugs (Brand name and Generic) using the Annual Contract with Medicine Chest Pharmacies. Wood County will maintain a listing of Annual Contract. The County of Hunt, Texas agrees that Wood County shall serve as the purchasing agent for this commodity, and agrees that the bidding shall be conducted by Wood County according to its usual bidding procedures and in accordance with applicable State statutes.

**II.**

The County of Hunt, Texas, agrees that all specifications for selected items shall be as determined by Wood County.

III.

The County of Hunt, Texas, agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the County of Hunt, Texas directly for all items purchased, and shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Carl Nicholl, Hunt County Purchasing Agent, is hereby designated as the official representative to act for the County of Hunt, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

WOOD COUNTY	HUNT COUNTY
BY <u><i>Boyd James</i></u>	BY <u><i>Carl Nicholl</i></u>
	Carl Nicholl
TITLE <u>County Judge</u>	TITLE <u>Purchasing Agent</u>
DATE <u>1/8/10</u>	DATE <u>12/16/09</u>

100

Independent Contractor Agreement by and between Hunt County Sheriff's Office  
and Greenville Independent School District

This shall serve as an Independent Contractor Agreement (hereinafter "Agreement") by and between the Hunt County Sheriff's Office (hereinafter "HCSO") and the Greenville Independent School District (hereinafter "DISTRICT") for substance awareness and detection services for the period of August 24, 2009 through June 30, 2010.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (as listed in the Texas Health and Safety Code, chapter 481), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

HCSO shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with HCSO acting as an independent contractor.

1. Independent Contractor. HCSO is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and the HCSO or any of the HCSO's agents or employees. HCSO assumes exclusively the responsibility for the acts of his/her employees as they relate to the services provided during the course and scope of their employment. HCSO, its agents and employees, shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

2. Search Areas. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug dog.

3. Obligations of HCSO and the DISTRICT. HCSO agrees to provide 10 day visits for the contract period. The DISTRICT may increase the total number of visits by notifying HCSO in writing. The DISTRICT will pay a one-time \$3,000 upfront fee at the time of execution of this Agreement and a subsequent additional \$200 fee per visit. Multiple canine teams will be charged on a per team basis. HCSO will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay services within thirty (30) days of receipt of such invoice.

HCSO will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The DISTRICT will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. In the event another date becomes undesirable for a visit, the DISTRICT will provide HCSO with 24 hours notice.

# 11, 4/4  
**FILED FOR RECORD**  
at 1:00 o'clock P M

JAN 25 2010

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By: *[Signature]*

4. Student Information. HCSO understands and agrees that in the course of rendering services to students, and medical or personal information learned by HCSO about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students or patients. HCSO agrees that the information learned by it about any student will not be divulged or discussed with any person other than those authorized personnel, or unless otherwise authorized or obligated by State and Federal Laws or other policies of the DISTRICT.

5. Insurance and Hold Harmless. During the term of this Agreement, Hunt County shall carry a comprehensive general liability insurance policy, and auto policy, and malpractice/professional liability insurance under, which HCSO is insured, in the form and in the amount acceptable to the DISTRICT. The DISTRICT and its officers, agents, and employees shall be included on said policies, where applicable, as additional insureds. HCSO shall provide the DISTRICT with certificates of insurance indicating such coverage prior to beginning any services under this Agreement. The certificates shall include assurance that the DISTRICT shall be notified in writing by the insurance company of any cancellation not less than sixty (60) days prior to the effective date of such changes.

Hunt County shall provide, during the life of this Agreement, workers' compensation insurance, including liability coverage, under which HCSO is insured, in the amounts required by state law, for all employees engaged in work under this Agreement. HCSO shall file with the DISTRICT certificates evidencing such insurance.

To the fullest extent permitted by law, HCSO agrees to defend, indemnify and hold harmless the DISTRICT and its officers, agents and employees from any and all claims, demands, liabilities and expenses (including attorneys' fees and costs of defense) arising directly or indirectly out of the operation or performance of HCSO under this Agreement.

6. Assignment of Agreement. HCSO shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the DISTRICT.

7. Place of Performance. All obligations to each party of this Agreement shall be performable in Hunt County, Texas. Venue, in the event of a suit, is in Hunt County, Texas.

8. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

9. Severability and Enforceability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

10. Full Intentions of Parties. This Agreement represents the full intentions of the parties and shall be interpreted according to the laws of the State of Texas.

11. Entire Agreement. This Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement exist between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

12. Sovereign Immunity. The parties agree that the DISTRICT and HCSO have not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

HCSO will maintain appropriate licensure and registration as required by law to perform its obligations under this Agreement.

HUNT COUNTY SHERIFF'S OFFICE

Randy Meeks 1-25-10  
Randy Meeks Date  
Hunt County Sheriff's Office

FOR THE DISTRICT:  
Don Jefferies 1/21/10  
Don Jefferies Superintendent Date