



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2011

#11,969 (1)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaliff Insurance P.O. Box 171225 San Antonio TX 78217-8225		CONTACT NAME: Nancy Rodriguez PHONE (A/C, No. Ext): (210) 829-7634 FAX (A/C, No): (210) 829-7636 E-MAIL ADDRESS: nancy@kaliff.com PRODUCER CUSTOMER ID #: 00001710	
INSURED Hunt County Fair Association 1213 Walnut Street Greenville TX 75401		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriter's @ Lloyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1151308771 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MKL00361	5/15/2011	5/15/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ -----
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS							\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OCCUR						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident)	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FILED FOR RECORD
at 1:45 o'clock
MAY 23 2011
By JENNIFER LINDENBERG
County Clerk of Hunt County, TX

CERTIFICATE HOLDER Hunt County c/o Purchasing Department PO BOX 1097 Greenville, TX 75403-1097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mitchell Kaliff/NANCY <i>Mitchell H. Kaliff</i>
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11,969 (2)

LEASE AGREEMENT

This Agreement of Lease ("Lease") is effective as of June 15, 2011, although not necessarily executed on such date, by and between Phase 11 Investments, LP 6101 Long Prairie Road, Suite 744-173, Flower Mound, TX 75028 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 2 acres out of 96 acres in Caddo Mills, TX (Hunt County) located ¼ mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on June 15, 2011. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Use: Tenant shall use the Leased Premises exclusively for Stock Pile Land. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

Termination: Upon termination of this Lease, Tenant shall deliver to Landlord the Leased Premises in as good a condition as of the effective date of this Lease.

Addresses: All notices and rent shall be mailed to landlord at the following address:

Name: Phase 11 Investments
Address: 6101 Long Prairie Road
Suite 744-173
Flower Mound, TX 75028
Phone: RKS Group Real Estate: 940-455-2691
Fax: 214-853-5621

All notices shall be mailed to tenant at the following address:

Name: Hunt County, Texas Pct 2
Address: PO Box 1097
Greenville, TX 75403
Bartonville, TX 76226

Phone: 903-408-4195
Fax: 903-408-4298

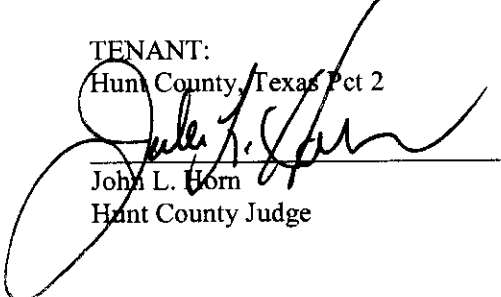
FILED FOR RECORD
at 1:45 o'clock PM
MAY 23 2011
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:
Phase 11 Investments, LP

Kim Schwimmer, President and Chief Manager
TM 11, LLC, it's General Partner

TENANT:
Hunt County, Texas Pct 2



John L. Horn
Hunt County Judge



Fuelman of DFW
 P.O. Box 1260
 Fort Worth, TX 76101-1260
 Phone: (817) 838-0123 • Fax: (817) 222-3456
 creditservices@fuelmandfw.com

#11969(4)

FILED FOR RECORD
 at 11:45 o'clock
 MAY 23 2011
 J. HANES LINDENZWEIG
 County Clerk, Tarrant County, TX
 By [Signature]

ACCOUNT AGREEMENT

Terms and Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the U.S. and the State of Texas, and is subject to the following special terms and conditions. Fuelman of DFW (FM) reserves the right to change the terms and conditions at any time with prior notice being given to Customer.

1. All payments are due in thirty (30) days.
2. Monthly billing for all purchases made the previous month.
3. Select a delivery method of weekly reports and invoice. You may only choose one method:
 - Web Access
 - Email (not applicable if you are Web Access)
 - Mail

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state and federal fees/ taxes, plus freight, plus Fuelman standard administration charges that are currently \$.13 per gallon for regular unleaded gasoline and \$.13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. Fuelman reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.

Customer understands that FM is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FM customer and may purchase fuel and any other goods or services, as authorized by FM, at participating FM locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any Invoiced amounts, past due amounts will be an interest from the past due date, as reflected on the FM billing statement, at the rate of one and one-half percent (1½%) per month from and after the due date and, if placed in the hands of an attorney or other third party for collection, FM will ask the court to award all attorneys' and other collection fees, court costs, and filing fees as part of any judgment. Nothing herein will allow for the collection of interest in violation of any state or federal laws and any amount charged or collected in excess of the allowable limits will be credited to the balance of this account or, if the account has been paid in full, refunded to Customer. Any disputed charges must be identified by Customer within 60-days of original invoice date. After 60-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay Fuelman's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FM, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FM account, a test notice will be sent to each of the contacts. Please contact FM customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FM access cards and personal identification numbers (PINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FM in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FM regarding Customer's account.

Agreed to and accepted this 23rd day of May, 2011.

Company: Hunt County
 Signature: [Signature] Printed Name: John L. Horn
 Title: County Judge Date: May 23, 2011

11,969 (6)

Texas Health and Human Services Commission
Vendor Information Form (VIF)

FILED FOR RECORD
at 11:25 o'clock
MAY 23 2011
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Texas

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.
(Please type or print information.)

SECTION 1: Contractor's General Information

Legal Contractor's Name:	HUNT COUNTY DISTRICT ATTORNEYS OFFICE		
Legal Doing Business As (DBA) Name:	" " " " "		
Physical Address:	2507 LEE ST., GREENVILLE, TX. 75401		
Remit To (Payment) Address:	P.O. BOX 441, GREENVILLE, TX. 75403-0441		
Enter one of the following:	<input checked="" type="checkbox"/> Texas Identification Number (TIN): 17560010179		
	<input type="checkbox"/> Federal Employer Identification Number (FEIN):		
	<input type="checkbox"/> Social Security Number (SSN):		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership*		
	<input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship		
	<input checked="" type="checkbox"/> Governmental Entity (must specify): DISTRICT ATTORNEY'S OFFICE		
	<input type="checkbox"/> Other (must specify):		
		* If Partnership, must provide SSN or TIN for minimum of two partners	
Partner Name:		TIN or SSN:	
Partner Name:		TIN or SSN:	
If applicable, enter appropriate information:	State of Incorporation:	Texas Charter Number:	Name of Parent Entity:

SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract	Point of Contact for Contract
Name: NOBLE D. WALKER, JR.	Name: SAME
Title: HUNT COUNTY DISTRICT ATTORNEY	Title: "
Mailing Address: P.O. BOX 441, GREENVILLE, TX. 75403	Mailing Address: "
Telephone: (903) 408-4180	Telephone: "
Fax: (903) 408-4296	Fax: "
E-mail: NWALKER@HUNT COUNTY. NET	E-mail: "

SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
NOBLE D. WALKER, JR.	<i>Noble D. Walker</i>	11 MAY 11	(903) 408-4180

SECTION 4: Administrative Services Development (ASD) Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number:

**Health & Human Services Commission
Office of Inspector General
Agreement with Local Prosecuting Authority**

Name:	Hunt County District Attorney	Contract Number:	529-11-0064-
County:	Hunt		

GENERAL CONDITIONS:

- 1. Parties.** The **Texas Health and Human Services Commission - Office of Inspector General** ("HHSC-OIG"), and **Hunt County District Attorney**, ("the Local Prosecuting Authority"), and **Hunt County** ("the County"), hereinafter referred to as "the parties", do hereby make and enter into this agreement ("Agreement"). This Agreement constitutes the entire agreement between the parties. The parties agree that, for the purposes of this Agreement, all references to "**Health and Human Services Commission**" or "**HHSC**" mean the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee. All references to "Health and Human Services Commission – Office of Inspector General," "HHSC-OIG," or "OIG" mean the Office within HHSC as established in section 531.008(c) and described in 531.101, *et seq*, Texas Government Code.
- 2. Authority to enter Agreement.** This Agreement is entered into as authorized under Texas Government Code § 531.039 and Texas Government Code § 41.004. HHSC-OIG is acting pursuant to a duly authorized delegation of contracting authority.
- 3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed in writing, venue for suit against HHSC-OIG will be in state District Court, Travis County, Texas.
- 4. Term.** The term of this Agreement becomes effective upon signatures of both parties, and continues until and unless revoked by the parties.
- 5. Purpose.** The purpose of the Local Prosecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.004(b) in the course of the referral of cases from HHSC-OIG to the Local Prosecuting Authority.

CONTRACTED COMPONENTS OF SERVICES:

6. HHSC-OIG Responsibilities.

- A) OIG shall investigate allegations of fraud, waste, and abuse in the following programs: Temporary Assistance to Needy Families (TANF), Food Stamps (FS), Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women, Infants, and Children (WIC), and Children's Health Insurance Program (CHIP).
- B) If OIG discovers criminal conduct may have been committed, OIG shall complete and submit written reports and relevant evidence to the Local Prosecuting Authority to facilitate its prosecutorial decision.
- C) OIG shall provide the necessary records and staff as resources to the Local Prosecuting Authority at such time cases are prosecuted.
- D) As provided for in 1 TAC 357.661, HHSC shall pay the County and the Local Prosecuting Attorney in which the Local Prosecuting Authority has jurisdiction, the following amounts in accordance with this Agreement:
 - 1) \$280 for each case in which a Defendant is sentenced following an uncontested plea in a court of appropriate jurisdiction.

- 2) \$678 for each case in which a verdict is rendered in favor or against a Defendant in a contested trial before a court of competent jurisdiction.

7. Local Prosecuting Authority Responsibilities.

- A) The Local Prosecuting Authority shall review and evaluate cases referred by OIG for appropriate judicial action.
- B) The Local Prosecuting Authority shall prepare complaints, information or indictments in cases it accepts for prosecution.
- C) If community supervision is to be granted in a case, the Local Prosecuting Authority shall (to the extent it finds them to be appropriate in its sole legal and policy judgment) recommend the following actions be taken in addition to any other conditions of community supervision:
 - 1) The individual be disqualified from participation in the TANF, and SNAP program as provided in Section 6(b) of the Federal Food Stamp Act of 1977 and from participation in the WIC program as provided in Title 7 Code of Federal Regulations 246.9 and 246.12(u).
 - 2) The individual be ordered to make restitution to the Texas Health and Human Services Commission, Office of the Inspector General for the amount of benefits unlawfully obtained.
 - 3) Take appropriate action against individuals who fail to comply with court ordered restitution upon notification from the Department.
- D) The Local Prosecuting Authority shall make available at reasonable times and for reasonable periods, books, records, and supporting documents kept current by the Local Prosecuting Authority pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by HHSC-OIG, its representatives, the U.S. Department of Agriculture, or the U.S. Department of Health and Human Services.

8. Performance Measures. The Parties shall use their best efforts to perform the responsibilities of this Agreement and the Parties agree:

- A) Referrals of cases from OIG to the Local Prosecuting Authority shall be made as soon as practical after any investigation is completed.
- B) The Local Prosecuting Authority shall utilize its own independent legal judgment in the manner which it conducts any criminal proceedings involving Defendants.

FINANCIAL REQUIREMENTS:

9. Conditions of Payment. All payments shall be made to the County and Local Prosecuting Authority after deducting any known previous overpayment made by HHSC-OIG. HHSC-OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations and this agreement.

- A) The rates listed in paragraph 6(D) above are set by the Code of Federal Regulations and shall be in effect until amended or modified by Congress, in which event HHSC shall notify the County and the Local Prosecuting Authority of such rates and the County and the Local Prosecuting Authority shall have thirty days to agree to the new rates or to terminate this Agreement.
- B) Local Prosecuting Authority represents that it has sufficient resources to enable the Local Prosecuting Authority to carry out the terms of this Agreement.
- C) The Local Prosecuting Authority shall recover only once for the services delivered under this Agreement. The Local Prosecuting Authority shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
- D) HHSC-OIG shall pay the County and the Local Prosecuting Authority the service unit rate as indicated herein.

10. Billing Process.

- A) The Local Prosecuting Authority shall submit a Health and Human Services Commission State of Texas Purchase Voucher for payment. The Local Prosecuting Authority shall contact the local HHSC-OIG Case

Investigator for instructions on how to prepare and where to mail the voucher.

- B) HHSC-OIG reserves the right to review any/all services for compliance with performance measures and adherence to agreed billing rates. OIG staff will make a determination on the sufficiency of the services. Upon final approval, OIG will authorize payment and process all necessary warrant requests.

11. Accounting Records.

- A) The Local Prosecuting Authority shall adhere to Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Advisory Board and follow Department fiscal management policies and procedures in maintaining financial records. (<http://www.fasab.gov/accepted.html>).

12. Notifications.

The Local Prosecuting Authority shall:

- A) Maintain at all times at least one active electronic mail (email) address for the receipt of agreement-related communications from HHSC-OIG. It is the Local Prosecuting Authority's responsibility to monitor this email address for Agreement-related information.
- B) Maintain current licensure in good standing with the State Bar of Texas and maintain all necessary license requirements.
- C) Notify HHSC-OIG within ten (10) days of receiving notice of any change in the status of a professional license or board certification, and/or of a complaint that has been filed against his/her license, and/or that an investigation of his/her license or board certification has been initiated.
- D) Notify the HHSC Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section shall be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

13. Agreement Contingencies.

- A) The undersigned Parties certify that: the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the HHSC-OIG; the proposed arrangements serve the interest of efficient and economical administration of state government; the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder; and, the selection and award of this contract was made on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.
- B) **Limits on Compensation.** This Agreement is **expressly conditioned** on the availability of appropriated funds. All compensation hereunder is contingent upon that availability.
- C) This Agreement is at all times contingent upon the availability and receipt by the Texas Legislature of appropriate funds; Enactment of superseding law or adoption of a superseding rule or policy; and, if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced by the HHSC-OIG in its sole determination. HHSC-OIG shall notify the Local Prosecuting Authority when it knows that funds for this Agreement will be reduced or eliminated. The Local Prosecuting Authority may terminate the Agreement based upon such notification. If the Local Prosecuting Authority terminates this Agreement based on HHSC-OIG's notice to reduce or eliminate funding, the Local Prosecuting Authority shall notify HHSC-OIG in writing of its intent to terminate the Agreement within fifteen (15) calendar days of receipt of HHSC-OIG's notification. The notice shall contain the actual date of termination and the Local Prosecuting Authority's date of termination shall not be less than ten (10) calendar days from HHSC-OIG's receipt of such notice and it shall not exceed ninety (90) calendar days from the date HHSC-OIG receives such notice.

D) The Local Prosecuting Authority agrees to comply with state and federal anti-discrimination laws, including without limitation:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Health Insurance Portability and Accountability Act of 1996;
- (7) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*);
- (8) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement; and
- (9) Discovery of a disqualifying debt (state franchise tax, child support, or debt to HHSC or the State of Texas).

14. Agreement Changes, Amendments and Renewals.

A) **Changes and Amendments.** No change, modification, or amendment to the agreement will be effective until approved in writing by the Parties. This agreement together with any approved amendment(s) to this agreement shall be the controlling instrument in case of any dispute relating to the wording of any portion of the agreement or amendment. In the event of any conflict or contradiction between or among the agreement terms and attachments, the documents shall control in the following order of precedence: (1) The final executed Agreement and all amendments thereto; (2) The Agreement Exhibits or Attachments, and all amendments thereto.

B) Unilateral Amendments.

- i. HHSC-OIG reserves the right to make unilateral amendments to this agreement when necessary to:
 - a. Incorporate new or revised Federal, State, or Department laws, regulations, rules, or policies;
 - b. Update service level descriptions or unit rates; or
 - c. Comply with a court order or judgment.
- ii. The unilateral amendment shall be effective upon the Local Prosecuting Authority's receipt of a copy of the amendment signed by HHSC-OIG.

15. Provisions for Termination of Agreement and Dispute Resolution.

- A) If the Local Prosecuting Authority fails to provide services according to the terms and conditions of this agreement, HHSC-OIG may, upon written notice of default to the Local Prosecuting Authority, terminate all or any part of the agreement. Termination is cumulative of any other rights and remedies provided by law, agency regulations, or under this agreement excluding pending claims for work performed prior to the termination date.
- B) This agreement may be terminated at any time by mutual written consent. In addition, any party may terminate this agreement by giving thirty (30) calendar days written notice to the other parties. This agreement shall be terminated at the end of the thirty (30) calendar day notice period. Nothing in this subsection shall be construed to prohibit immediate termination of the agreement pursuant to subsection A of this section, above.
- C) At the end of the agreement term or other agreement termination, the Local Prosecuting Authority shall in good faith and in reasonable cooperation with HHSC-OIG, aid in the transition to any new arrangement or provider of services, including the orderly transition of case files/reviews and all other documentation prepared by the Local Prosecuting Authority. The respective accrued interests or obligations incurred to date of termination must be settled equitably.
- D) **Dispute Resolution.**
 - i. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by HHSC-OIG and the parties to attempt to resolve any claim for breach of agreement.
 - ii. A Local Prosecuting Authority's claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code §§ 2260.051-2260.056. To initiate the process, the Local Prosecuting Authority shall submit timely written notice to the agreement liaison described in Paragraph 9, *supra*, with a copy to the

HHSC Executive Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, Government Code, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC-OIG and the Local Prosecuting Authority otherwise entitled to notice under this agreement.

- iii. Compliance by the Local Prosecuting Authority with subchapter B is a jurisdictional condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Local Prosecuting Authority's sole and exclusive process for seeking a remedy for any and all alleged breaches of agreement by HHSC-OIG if the parties are unable to resolve their disputes through negotiation or mediation.
- iv. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by HHSC-OIG nor any other conduct of any representative of HHSC or HHSC-OIG relating to the agreement shall be considered a waiver of sovereign immunity to suit.
- v. The submission, processing and resolution of the Local Prosecuting Authority's claim is governed by the administrative rules adopted by HHSC pursuant to Chapter 2260, Government Code, as currently effective, hereafter enacted or subsequently amended. The parties shall use the specific procedures set forth in 1 Texas Administrative Code Chapters and 394.
- vi. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Local Prosecuting Authority, in whole or in part.

16. Use of Information. The Local Prosecuting Authority, pursuant to its responsibilities under this Agreement, may use or disclose information referred by HHSC-OIG in compliance with applicable statutes, rules and regulations governing the use and disclosure of information relating to cases handled under this Agreement. Such use or disclosure shall be by Local Prosecuting Authority personnel who are personally and directly engaged in, and only to the extent necessary for judicial or administrative proceeding participation or preparation, any investigation which may result in such proceeding or any grand jury proceeding, unless expressly authorized in writing in advance by HHSC-OIG.

A) It is expressly understood and agreed that no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

B) This Agreement is not intended, nor shall it be construed, to confer any benefits, rights, or remedies upon any person or entity not a party hereto.

17. Cooperation with HHSC and state administrative agencies. The Local Prosecuting Authority agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC or OIG. To the extent permitted by OIG's financial and personnel resources, OIG agrees to reasonably cooperate with Local Prosecuting Authority.

**Texas Department of Health and Human
Services Commission:**

Signature

Douglas Wilson
Printed Name:

Inspector General
Printed Title:

Date:

Local Prosecuting Authority:

Signature

Noble Walker
Printed Name:

District Attorney
Printed Title:

Date:

Approved:

BY

County Judge

County, Texas

#11,969(7)

FILED FOR RECORD
 at 11:45 o'clock 11 M
MAY 23 2011
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, Tex

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2010

AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 4815 King "C", Greenville, TX 75401

Effective on June 1, 2011, Landlord and Tenant amend the above-referenced lease as follows:

A. **Leased Premises:** The suite or unit number identified in Paragraph 2A(1) is:

- (1) changed to _____.
- (2) contains approximately _____ square feet.

B. **Term:**

- (1) The length of the term stated in Paragraph 3A is changed to _____ months and _____ days.
- (2) The Commencement Date stated in Paragraph 3A is changed to _____.
- (3) The Expiration Date stated in Paragraph 3A is changed to May 31, 2014.

C. **Rent:** The amount of the base monthly rent specified in Paragraph 4A is changed to:

\$ _____ from _____ to _____ ;
 \$ _____ from _____ to _____ ;
 \$ _____ from _____ to _____ ;
 \$ _____ from _____ to _____ ;
 \$ _____ from _____ to _____ ;

D. **Security Deposit:** The amount of the security deposit in Paragraph 5 is changed to \$ _____.

E. **Maintenance and Repairs:** The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

Para. No.	Description	Responsible Party		
_____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
_____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
_____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant
_____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant

F. **Parking:**

- (1) **Common Parking:** The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed to _____ vehicles.
- (2) **Restricted Common Parking for Tenants:** The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to _____ vehicles.

Amendment to Commercial Lease concerning 4815 King "C", Greenville, TX 75401

- (3) **Assigned Parking:** Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to _____

- (4) **Parking Rental:** The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ _____
- G. **Other:** Paragraph(s) _____ are changed to read *(cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes)*:

Landlord: Century 21 First Group
 By: _____
 By (signature): _____
 Printed Name: Mary Kimbrell
 Title: realtor Date: 05/12/2011
 By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____ Date: _____

Tenant: Hunt County
 By: Hunt County Juror
 By (signature): _____
 Printed Name: John L. Brown
 Title: Juror Date: 5/23/2011
 By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____ Date: _____

11,969 (11)

County Commissioners

Certification for Continuing Education

FILED FOR RECORD
at 11:50'clock PT M
MAY 23 2011
By JENNIFER LINDENWEIG
County Clerk - Hunt County, TX

2011 County Management Institute

April 6 - 8, 2011

Doubletree North Austin Hotel

Austin, Texas

Sponsor:
Texas Association of Counties

Educational Co-Sponsor:
LBJ School of Public Affairs, University of Texas

I, JAY ATKINS, do hereby certify that I attended one of the above listed conferences and was present at the course(s) of instruction for which I am claiming continuing education credit.

I make this certification for the purpose of receiving credit for * 10 hours of continuing education credit for 2011 calendar year.

I represent and declare all of the above statements are true and correct.

4-8-2011
Date

[Signature]
Signature

Hunt
County

JAY ATKINS
Printed Name

2181
Last 4-digits of Social Security Number

*A maximum of 14 hours has been approved for this conference.





DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

11,970

May 19, 2011

FILED FOR RECORD
at 11:45 o'clock A.M.
MAY 23 2011
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX.
By [Signature]

Ms. Stacey Nicholson, General Manager &
Board of Directors
North Hunt WSC
PO Box 1170
Commerce, TX 75429

RE: Water System Improvement Project – TDRA Contract #729341
Bid Tabulation & Recommendation

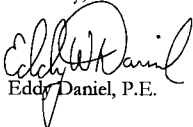
Dear Stacey & Board:

I have attached a Bid Tabulation worksheet for the Construction of the Water System Improvements to serve the North Hunt WSC which was bid on Monday, May 16, 2011 at 2:00 p.m. There were eleven bidders on the project. A+ Water Works, Inc. was the low bidder with a bid of \$409,858.00. Our firm believes that A+ Water Works, Inc. has the equipment, experience and financial stability to successfully complete the project.

It is the recommendation of Daniel & Brown Inc. that North Hunt WSC recommend the award the bid for the Construction of Water System Improvements to A+ Water Works, Inc. in the amount of \$409,858.00 to the Hunt County Commissioner's Court. North Hunt WSC will be required to provide the matching amount of \$135,958.00 to complete the project as bid.

If you should have any questions or need additional information, please contact me at 972-784-7777.

Sincerely,


Eddy Daniel, P.E.

cc: Mirenda White-Harris
Kerbow and Associates Consulting, Inc.

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	A+ Water Works, Inc. Arlington, TX			Uticor Corp. Athens, TX			7-H Construction Co., Inc. Tyler, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 100,000 gallon bolted coated ground storage water tank with appurtenances	1	75,454.00	\$75,454.00	1	74,100.00	\$74,100.00	1	81480.00	\$81,480.00
2	Furnish and install 8' x 25' 10,000 gallon pressure tank at PS#1 with appurtenances	1	37,750.00	\$37,750.00	1	45,500.00	\$45,500.00	1	53900.00	\$53,900.00
3	Furnish and install 10' x 16' 10,000 gallon pressure tank with appurtenances at Fairlie pump station	1	37,950.00	\$37,950.00	1	45,500.00	\$45,500.00	1	44100.00	\$44,100.00
4	Furnish and install 500 GPM preassembled booster pump station with electrical and appurtenances	1	56,160.00	\$56,160.00	1	63,050.00	\$63,050.00	1	62800.00	\$62,800.00
5	Furnish and install Fairlie pump station yard piping with appurtenances	1	21,937.00	\$21,937.00	1	22,765.00	\$22,765.00	1	31000.00	\$31,000.00
6	Furnish and install PS#1 yard piping with appurtenances	1	8,550.00	\$8,550.00	1	3,625.00	\$3,625.00	1	9200.00	\$9,200.00
7	Furnish and install chlorine / electrical building with turner controls and appurtenances	1	45,400.00	\$45,400.00	1	49,155.00	\$49,155.00	1	69000.00	\$69,000.00
8	Furnish and install 8" highway bore with 16" steel casing with appurtenances	160	175.00	\$28,000.00	160	164.94	\$26,390.40	160	135.00	\$21,600.00
9	Furnish and install flush valve assembly with appurtenances	2	500.00	\$1,000.00	2	736.60	\$1,473.20	2	715.00	\$1,430.00
10	Furnish and install chain link fence with 20' drive through gate	320	29.00	\$9,280.00	320	26.00	\$8,320.00	320	26.00	\$8,320.00
11	Furnish and install 6-inch thick 20 ft wide Flexbase drive	280	25.00	\$7,000.00	280	43.50	\$12,180.00	280	25.00	\$7,000.00
12	Furnish and install 6" county road bore with 12" PVC casing with appurtenances	40	80.00	\$3,200.00	40	97.88	\$3,915.20	40	57.00	\$2,280.00
13	Furnish and install CMP culvert with safety ends and appurtenances	1	1,150.00	\$1,150.00	1	2,465.00	\$2,465.00	1	800.00	\$800.00

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	A+ Water Works, Inc. Arlington, TX			Uticor Corp. Athens, TX			7-H Construction Co., Inc. Tyler, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
14	Furnish and install 6-inch SDR-21 PVC waterline with appurtenances	4,400	10.00	\$44,000.00	4,400	8.91	\$39,204.00	4,400	10.10	\$44,440.00
15	Furnish and install 6" creek bore with 12" PVC casing and appurtenances	260	80.00	\$20,800.00	260	82.54	\$21,460.40	260	79.50	\$20,670.00
16	Furnish and install driveway crossing	90	80.00	\$7,200.00	90	32.22	\$2,899.80	90	59.00	\$5,310.00
17	Furnish and install 8"x6" MJ Tee	2	476.00	\$952.00	2	543.75	\$1,087.50	2	873.00	\$1,746.00
18	Furnish and install 8" RW gate valves	3	1,106.00	\$3,318.00	3	1,634.15	\$4,902.45	3	1233.00	\$3,699.00
19	Furnish and install 6" RW gate valve	1	757.00	\$757.00	1	1,168.70	\$1,168.70	1	982.00	\$982.00
TOTAL OF ALL BID ITEMS (1 THRU 19)				\$409,858.00			\$429,161.65			\$469,757.00
CALENDAR DAYS		180 / 210			180 / 210			180 / 210		

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Baker's Contracting, Inc. Crandall, TX			Associated Const. Partner Boerne, TX			RTR Construction Inc. Grand Saline, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 100,000 gallon bolted coated ground storage water tank with appurtenances	1	88,950.00	\$88,950.00	1	60,000.00	\$60,000.00	1	106040.00	\$106,040.00
2	Furnish and install 8' x 25' 10,000 gallon pressure tank at PS#1 with appurtenances	1	55,150.00	\$55,150.00	1	35,000.00	\$35,000.00	1	53640.00	\$53,640.00
3	Furnish and install 10' x 16' 10,000 gallon pressure tank with appurtenances at Fairlie pump station	1	46,800.00	\$46,800.00	1	33,000.00	\$33,000.00	1	47135.00	\$47,135.00
4	Furnish and install 500 GPM preassembled booster pump station with electrical and appurtenances	1	55,800.00	\$55,800.00	1	50,000.00	\$50,000.00	1	71115.00	\$71,115.00
5	Furnish and install Fairlie pump station yard piping with appurtenances	1	36,500.00	\$36,500.00	1	15,000.00	\$15,000.00	1	34120.00	\$34,120.00
6	Furnish and install PS#1 yard piping with appurtenances	1	10,200.00	\$10,200.00	1	5,000.00	\$5,000.00	1	5650.00	\$5,650.00
7	Furnish and install chlorine / electrical building with turner controls and appurtenances	1	65,900.00	\$65,900.00	1	92,000.00	\$92,000.00	1	54000.00	\$54,000.00
8	Furnish and install 8" highway bore with 16" steel casing with appurtenances	160	140.00	\$22,400.00	160	125.00	\$20,000.00	160	190.00	\$30,400.00
9	Furnish and install flush valve assembly with appurtenances	2	750.00	\$1,500.00	2	1,000.00	\$2,000.00	2	936.00	\$1,872.00
10	Furnish and install chain link fence with 20' drive through gate	320	22.50	\$7,200.00	320	20.00	\$6,400.00	320	28.50	\$9,120.00
11	Furnish and install 6-inch thick 20 ft wide Flexbase drive	280	44.25	\$12,390.00	280	40.00	\$11,200.00	280	22.00	\$6,160.00
12	Furnish and install 6" county road bore with 12" PVC casing with appurtenances	40	75.00	\$3,000.00	40	110.00	\$4,400.00	40	74.20	\$2,968.00
13	Furnish and install CMP culvert with safety ends and appurtenances	1	800.00	\$800.00	1	5,000.00	\$5,000.00	1	1920.00	\$1,920.00

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Baker's Contracting, Inc. Crandall, TX			Associated Const. Partner Boerne, TX			RTR Construction Inc. Grand Saline, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
14	Furnish and install 6-inch SDR-21 PVC waterline with appurtenances	4,400	10.85	\$47,740.00	4,400	27.00	\$118,800.00	4,400	13.09	\$57,596.00
15	Furnish and install 6" creek bore with 12" PVC casing and appurtenances	260	65.00	\$16,900.00	260	125.00	\$32,500.00	260	89.92	\$23,379.20
16	Furnish and install driveway crossing	90	20.00	\$1,800.00	90	20.00	\$1,800.00	90	11.00	\$990.00
17	Furnish and install 8"x6" MJ Tee	2	350.00	\$700.00	2	1,000.00	\$2,000.00	2	500.00	\$1,000.00
18	Furnish and install 8" RW gate valves	3	1,150.00	\$3,450.00	3	1,400.00	\$4,200.00	3	1350.00	\$4,050.00
19	Furnish and install 6" RW gate valve	1	800.00	\$800.00	1	1,100.00	\$1,100.00	1	1053.00	\$1,053.00
	TOTAL OF ALL BID ITEMS (1 THRU 19)			\$477,980.00			\$499,400.00			\$512,208.20
	CALENDAR DAYS	180 / 210			180 / 210			180 / 210		

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Dickerson Const. Co. Inc. Celina, TX			We Build, Inc. Paris, TX			Fryer Construction Co. Argyle, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 100,000 gallon bolted coated ground storage water tank with appurtenances	1	82,500.00	\$82,500.00	1	92,492.00	\$92,492.00	1	85000.00	\$85,000.00
2	Furnish and install 8' x 25' 10,000 gallon pressure tank at PS#1 with appurtenances	1	36,000.00	\$36,000.00	1	66,356.00	\$66,356.00	1	37000.00	\$37,000.00
3	Furnish and install 10' x 16' 10,000 gallon pressure tank with appurtenances at Fairlie pump station	1	37,000.00	\$37,000.00	1	69,768.00	\$69,768.00	1	41000.00	\$41,000.00
4	Furnish and install 500 GPM preassembled booster pump station with electrical and appurtenances	1	81,500.00	\$81,500.00	1	66,554.00	\$66,554.00	1	55000.00	\$55,000.00
5	Furnish and install Fairlie pump station yard piping with appurtenances	1	34,850.00	\$34,850.00	1	23,713.00	\$23,713.00	1	71000.00	\$71,000.00
6	Furnish and install PS#1 yard piping with appurtenances	1	7,650.00	\$7,650.00	1	2,598.00	\$2,598.00	1	13000.00	\$13,000.00
7	Furnish and install chlorine / electrical building with turner controls and appurtenances	1	55,000.00	\$55,000.00	1	65,731.00	\$65,731.00	1	91230.00	\$91,230.00
8	Furnish and install 8" highway bore with 16" steel casing with appurtenances	160	200.00	\$32,000.00	160	190.00	\$30,400.00	160	200.00	\$32,000.00
9	Furnish and install flush valve assembly with appurtenances	2	1,325.00	\$2,650.00	2	1,183.00	\$2,366.00	2	1000.00	\$2,000.00
10	Furnish and install chain link fence with 20' drive through gate	320	40.00	\$12,800.00	320	24.00	\$7,680.00	320	21.00	\$6,720.00
11	Furnish and install 6-inch thick 20 ft wide Flexbase drive	280	20.00	\$5,600.00	280	28.00	\$7,840.00	280	25.00	\$7,000.00
12	Furnish and install 6" county road bore with 12" PVC casing with appurtenances	40	150.00	\$6,000.00	40	95.00	\$3,800.00	40	115.00	\$4,600.00
13	Furnish and install CMP culvert with safety ends and appurtenances	1	1,600.00	\$1,600.00	1	1,630.00	\$1,630.00	1	2000.00	\$2,000.00

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Dickerson Const. Co. Inc. Celina, TX			We Build, Inc. Paris, TX			Fryer Construction Co. Argyle, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
14	Furnish and install 6-inch SDR-21 PVC waterline with appurtenances	4,400	17.00	\$74,800.00	4,400	12.90	\$56,760.00	4,400	22.00	\$96,800.00
15	Furnish and install 6" creek bore with 12" PVC casing and appurtenances	260	150.00	\$39,000.00	260	88.00	\$22,880.00	260	65.00	\$16,900.00
16	Furnish and install driveway crossing	90	10.00	\$900.00	90	21.00	\$1,890.00	90	15.00	\$1,350.00
17	Furnish and install 8"x6" MJ Tee	2	1,250.00	\$2,500.00	2	336.00	\$672.00	2	500.00	\$1,000.00
18	Furnish and install 8" RW gate valves	3	1,200.00	\$3,600.00	3	983.00	\$2,949.00	3	1800.00	\$5,400.00
19	Furnish and install 6" RW gate valve	1	1,000.00	\$1,000.00	1	731.00	\$731.00	1	1500.00	\$1,500.00
	TOTAL OF ALL BID ITEMS (1 THRU 19)			\$516,950.00			\$526,810.00			\$570,500.00
	CALENDAR DAYS	180 / 210			180 / 210			180 / 210		

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Gracon Construciton, Inc. Dallas, TX			MELA Contracting, inc. Rhome, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 100,000 gallon bolted coated ground storage water tank with appurtenances	1	90,000.00	\$90,000.00	1	85,000.00	\$85,000.00
2	Furnish and install 8' x 25' 10,000 gallon pressure tank at PS#1 with appurtenances	1	50,000.00	\$50,000.00	1	30,000.00	\$30,000.00
3	Furnish and install 10' x 16' 10,000 gallon pressure tank with appurtenances at Fairlie pump station	1	50,000.00	\$50,000.00	1	28,000.00	\$28,000.00
4	Furnish and install 500 GPM preassembled booster pump station with electrical and appurtenances	1	71,000.00	\$71,000.00	1	80,000.00	\$80,000.00
5	Furnish and install Fairlie pump station yard piping with appurtenances	1	52,000.00	\$52,000.00	1	70,000.00	\$70,000.00
6	Furnish and install PS#1 yard piping with appurtenances	1	11,000.00	\$11,000.00	1	75,000.00	\$75,000.00
7	Furnish and install chlorine / electrical building with turner controls and appurtenances	1	71,000.00	\$71,000.00	1	52,000.00	\$52,000.00
8	Furnish and install 8" highway bore with 16" steel casing with appurtenances	160	240.00	\$38,400.00	160	160.00	\$25,600.00
9	Furnish and install flush valve assembly with appurtenances	2	870.00	\$1,740.00	2	750.00	\$1,500.00
10	Furnish and install chain link fence with 20' drive through gate	320	20.00	\$6,400.00	320	20.00	\$6,400.00
11	Furnish and install 6-inch thick 20 ft wide Flexbase drive	280	37.00	\$10,360.00	280	32.00	\$8,960.00
12	Furnish and install 6" county road bore with 12" PVC casing with appurtenances	40	165.00	\$6,600.00	40	70.00	\$2,800.00
13	Furnish and install CMP culvert with safety ends and appurtenances	1	2,600.00	\$2,600.00	1	1,500.00	\$1,500.00

North Hunt Special Utility District (formerly WSC)

Bid Tabulation Form for Construction of Water System Improvements

Bid Date: Monday, May 16, 2011 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Gracon Construcion, Inc. Dallas, TX			MELA Contracting, Inc. Rhome, TX		
		Qty	Unit	Total	Qty	Unit	Total
14	Furnish and install 6-inch SDR-21 PVC waterline with appurtenances	4,400	13.00	\$57,200.00	4,400	35.00	\$154,000.00
15	Furnish and install 6" creek bore with 12" PVC casing and appurtenances	260	285.00	\$74,100.00	260	70.00	\$18,200.00
16	Furnish and install driveway crossing	90	115.00	\$10,350.00	90	50.00	\$4,500.00
17	Furnish and install 8"x6" MJ Tee	2	500.00	\$1,000.00	2	1,000.00	\$2,000.00
18	Furnish and install 8" RW gate valves	3	1,100.00	\$3,300.00	3	1,500.00	\$4,500.00
19	Furnish and install 6" RW gate valve	1	800.00	\$800.00	1	1,200.00	\$1,200.00
	TOTAL OF ALL BID ITEMS (1 THRU 19)			\$607,850.00			\$651,160.00
	CALENDAR DAYS	180 / 210			180 / 210		

#11,971

INTERLOCAL COOPERATION AGREEMENT

FILED FOR RECORD
at 11:43 o'clock AM
MAY 23 2011

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Texas
[Signature]

This agreement is made by and entered into between Kaufman County, Texas (hereinafter "Kaufman County") and Hunt County, Texas (hereinafter "Hunt County") on the date indicated below.

WHEREAS, Hunt County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Kaufman County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperative Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.) and

WHEREAS, Hunt County and Kaufman County desire to enter into an agreement pursuant to which Kaufman County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Hunt County jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

- 1.01.1 HOUSING AND CARE OF INMATES: Kaufman County agrees to accept and provide for the secure custody, care and safekeeping of inmates of Hunt County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Kaufman County shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own jail subject to the term and conditions of this agreement.
- 1.01.2 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of Kaufman County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. Hunt County shall pay Kaufman County an amount equal to the amount Kaufman County is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be

hospitalized, Kaufman County shall contact Hunt County through its Sheriff or designated representative, as soon as possible to inform Hunt County of the fact that the inmate has been, or is to be hospitalized and of the nature of the illness or injury that has required the hospitalization.

Kaufman County shall submit invoices for such medical services along with its regular monthly billing for detention services and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours or the cost of any medical care or hospitalization is to exceed \$2,000.00, Hunt County has the right to arrange for the hospital or health care provider to bill Hunt County directly or the costs of the hospitalization and/or medical care, rather than Kaufman County paying the costs and billing the same to Hunt County. If the hospital or health care provider refuses to bill Hunt County directly, Hunt County shall reimburse Kaufman County for such costs within forty-five (45) business days of receipt of an invoice from Kaufman County, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

- 1.01.3 MEDICAL INFORMATION: Hunt County shall provide Kaufman County with medical information for all inmates sought to be transferred to Kaufman County's facility under this Agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.
- 1.01.4 TRANSPORTATION AND OFF-SITE SECURITY: Hunt County is responsible for the transportation of its inmates to Kaufman County's facility. Hunt County is responsible for the transportation of inmates to Hunt County's facility. Kaufman County agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Hunt County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Hunt County by Kaufman County.

Kaufman County will provide stationary guard services as requested or required by the circumstances, policy and procedures of Kaufman County or by law for inmates admitted or committed to a local off-site medical facility. Hunt County shall compensate Kaufman County for the actual cost of said guard services, which shall be billed by Kaufman County along with the regular monthly billing for detention services.

Hunt County shall be responsible for the transportation of its inmates to and from court proceedings and hearings.

Hunt County is responsible for the transport of its inmates from Kaufman County's facility to the Texas Department of Criminal Justice, Institutional Division.

- 1.02 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.
- 1.03 LOCATION AND OPERATION OF FACILITY: Kaufman County shall provide the detention services described herein at the Kaufman County Law Enforcement Center in Kaufman, Texas.

ARTICLE II

FINANCIAL PROVISIONS

- 2.01.1 PER DIEM RATE: The per diem rate for detention services under this agreement is thirty-three dollars (\$33.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that Hunt County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Kaufman County will bill for the day of arrival, but not for the day of departure.
- 2.01.2 BILLING PROCEDURE: Kaufman County shall submit an itemized invoice for the services provided each month to Hunt County, in arrears, invoices will be submitted to the officer of Hunt County designated to receive the same on behalf of Hunt County. Hunt County shall make payment to Kaufman County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Kaufman County, Texas and shall be remitted to:

Mr. Hal Jones
County Auditor
Kaufman County South Campus
Kaufman, Texas 75142

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of Hunt County under this agreement. Hunt County further agrees that Kaufman County be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERMS OF AGREEMENT

- 3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.
- 3.02 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The term, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.
- 3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by Kaufman County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Hunt County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

- 4.01.1 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon Kaufman County to house Hunt County's inmates where the housing of said inmates will, in the opinion of the Kaufman County Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Kaufman County Sheriff determines that a condition exists at the Kaufman County facility necessitating the removal of the Hunt County's prisoners, or any specified number thereof, Hunt County shall, upon notice by the Kaufman County Sheriff to the Sheriff of Hunt County, immediately (within eight (8) hours) remove said prisoner from the facility.
- 4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of Hunt County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment in place at Hunt County's jail and

pursuant to the custody assessment system in place at the Kaufman County facility.

All inmates proposed by Hunt County to be transferred to the Kaufman County under this agreement must meet the eligibility requirements set forth above. Kaufman County reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Kaufman County's facility, Kaufman County reserves the right to demand that Hunt County remove that inmate and replace said inmate with a non-high risk inmate of Hunt County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OF CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Kaufman County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Kaufman County facility and Hunt County shall cooperate with and provide information requested regarding any inmate by the Kaufman County Sheriff. Kaufman County reserves the right to refuse any acceptance of any prisoner of Hunt County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of any adverse changes reasonable concern to the Kaufman County Sheriff, Hunt County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Kaufman County Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Kaufman County shall not be in charge of or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Hunt County. It shall be the responsibility of Hunt County to notify Kaufman County of any discharge date for an inmate at least ten (10) days before such date. Kaufman County will release inmates of Hunt County only when such release is specifically requested in writing by the Sheriff of Hunt County. However, it is agreed that the preferred usual course of dealing between the parties shall be for Hunt County to return inmates to Hunt County facility shortly before their discharge date, and for Hunt County to discharge the inmate from its own facility. Hunt County accepts all responsibility for the calculations and determinations set forth above and for giving Kaufman County notice of same, and to the extent allowed by law, shall indemnify and hold Kaufman County harmless for all liability or expenses of any kind arising there from. Hunt County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

- 5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 NOTICE: All notices, demands or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Kaufman County
 Attn: Kaufman County Judge
 100 West Mulberry
 Kaufman, Texas 75142

To County: Hunt County
 Attn: Hunt County Judge
 Hunt County Courthouse
 Greenville, Texas

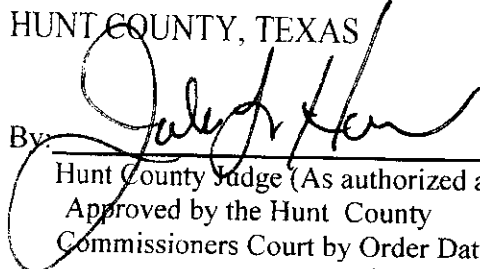
The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioners' courts of the respective parties hereto.
- 5.04 PRIOR AGREEMENTS: This agreement contains all of the agreement and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Kaufman, Kaufman County, Texas and venue of any dispute or matter arising under this agreement shall lie in a district court of Kaufman County, Texas.
- 5.06 APPROVALS: This agreement must be approved by the Commissioners Court of Hunt County and the Commissioners Court of Kaufman County in accordance with the Interlocal Cooperation Act.

5.07 FUNDING SOURCE: Hunt County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the Hunt County Auditor below certifies that there are sufficient funds from current revenues available to HuntCounty to meet its obligations under this agreement.

Signature and Execution:

HUNT COUNTY, TEXAS

By: 
Hunt County Judge (As authorized and
Approved by the Hunt County
Commissioners Court by Order Dated
5-23-2011)

Date Signed: 5-23-2011


Hunt County Auditor



Hunt County Sheriff

Date Approved: 5-23-11

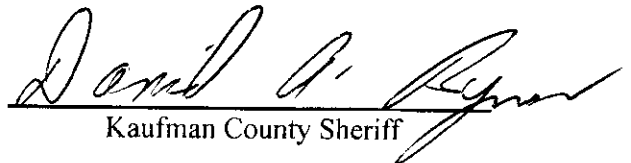
ATTEST:


Hunt County Clerk

KAUFMAN COUNTY, TEXAS

By: 
Kaufman County Judge (As authorized and
Approved by the Kaufman County
Commissioners Court by Order Dated
6-6-11)

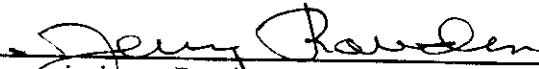
Date Signed: 6-6-11


Kaufman County Sheriff

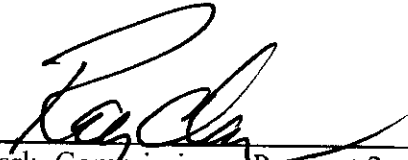
Date Approved: 6-6-11

ATTEST:

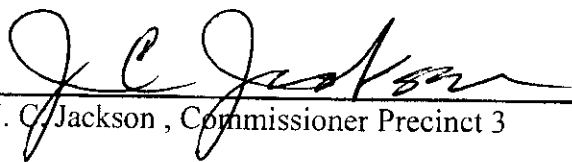

Kaufman County Clerk



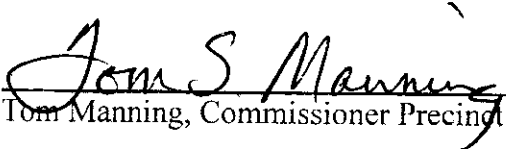
Jerry Rowden, Commissioner Precinct 1



Ray Clark, Commissioner Precinct 2



J. C. Jackson, Commissioner Precinct 3



Tom Manning, Commissioner Precinct 4

11,976

**Delores Shelton, CIO, CCT
Hunt County Treasurer**

FY 11: Monthly Report, April 2011

FILED FOR RECORD
at 11:45 o'clock A M
MAY 23 2011
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **\$17,157,801.56** Month End Balance


Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

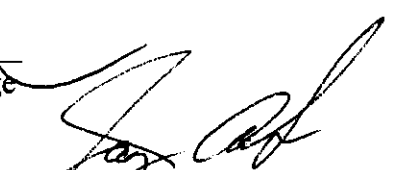
Filed with accompanying reports this 23 day of May, 2011.


Delores Shelton, Hunt County Treasurer

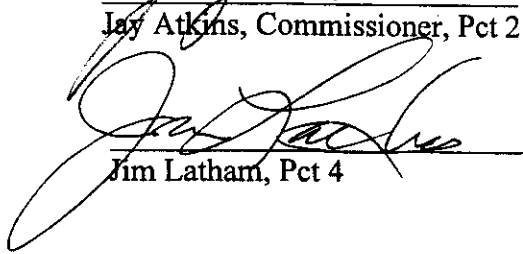
Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)


John L. Horn, Hunt County Judge


Kenneth Thornton, Commissioner, Pct #1


Jay Atkins, Commissioner, Pct 2


Larry Middlebrooks, Commissioner, Pct #3


Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report, April 2011**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	2,405,833.43	1,087,756.41	-2,629,940.04	\$0.00	863,649.80
10-Chase Investment	6,559,188.28	1,040.48	0.00	\$0.00	6,560,228.76
10-TexPool Investment	2,243,918.62	206.98	0.00	\$0.00	2,244,125.60
10-TexStar Investment	1,015,313.82	92.44	0.00	\$0.00	1,015,406.26
10-InWood Nat'l Bank CD	533,224.26	747.25	0.00	\$0.00	533,971.51
10-TexPool Investment,Jail	579,896.36	53.49	0.00	\$0.00	579,949.85
10-General Fund Totals:	13,337,374.77	1,089,897.05	-2,629,940.04	\$0.00	11,797,331.78
20-Law Library	51,765.97	4,130.00	-4,770.95	\$0.00	51,125.02
21-R&B #1	10,380.05	51,433.78	-267,261.10	\$215,000.00	9,552.73
21-R&B #1, TexPool Invest.	661,870.41	52.43	0.00	-\$215,000.00	446,922.84
21-R&B #1 Fund Totals:	672,250.46	51,486.21	-267,261.10	\$0.00	456,475.57
22-R&B #2	112,348.66	50,270.09	-104,139.50	\$0.00	58,479.25
22-R&B #2, TexPool Invest.	753,560.03	69.51	0.00	\$0.00	753,629.54
22-R&B #2 Fund Totals:	865,908.69	50,339.60	-104,139.50	\$0.00	812,108.79
23-R&B #3	9,639.03	49,111.21	-179,116.00	\$130,000.00	9,634.24
23-R&B #3, TexPool Invest	981,765.82	86.00	0.00	-\$130,000.00	851,851.82
23-R&B #3 Fund Totals:	991,404.85	49,197.21	-179,116.00	\$0.00	861,486.06
24-R&B #4	31,195.85	46,650.30	-366,204.73	\$300,000.00	11,641.42
24-R&B #4, TexPool Invest	900,446.53	67.56	0.00	-\$300,000.00	600,514.09
24-R&B #4 Fund Totals:	931,642.38	46,717.86	-366,204.73	\$0.00	612,155.51
25-Health Private	40,780.28	1,279.23	-3,584.43	\$0.00	38,475.08
26-State Health Services	-34,216.10	37,493.47	-40,478.54	\$0.00	-37,201.17
27-Hunt County Grants	-142,884.06	32,500.21	-10,246.84	\$0.00	-120,630.69
68-JP, DDC Fee Fund	116,305.62	1,035.90	-897.98	\$0.00	116,443.54
70-VOTER/ELECT,Chapter 19	0.00	0.00	0.00		0.00
74-Elections Special	30,787.30	2,489.91	0.00		33,277.21
71-DC Record Management	19,712.53	415.00	0.00		20,127.53
75-CA-DWI	2,738.93	242.67	0.00		2,981.60
81-CC Rec Mgt Preservation	7,656.37	9,063.96	-1,655.94	\$0.00	15,064.39
81-CC Rec Mgt Pr. TexPool	125,184.92	11.54	0.00	\$0.00	125,196.46
81-CC RMP Fund Totals:	132,841.29	9,075.50	-1,655.94	\$0.00	140,260.85
82-Courthouse Security	47,257.30	2,407.69	-911.83		48,753.16
83-Justice Court Sec.	388,763.30	2,545.21	-617.94		390,690.57

**Hunt County Treasurer
Monthly Report, April 2011**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	9,689.00	630.00	0.00		10,319.00
85-Co & District Court Techn	2,593.56	230.67	0.00		2,824.23
86-County Record Preservation	19,180.00	1,150.00	0.00		20,330.00
87-Justice Court Technology	179,389.72	2,552.00	-141.91		181,799.81
88-County Clerk Archive	9,563.31	5,900.00	0.00		15,463.31
89-County Record Mgt Preserve	83,299.83	2,430.06	-313.08		85,416.81
91-LEOSE	30,371.82	672.00	-1,739.41		29,304.41
95-Juv Prob. Center Fund	915,641.73	46,742.99	-133,964.02		828,420.70
96-Juv Prob "A-Z" Grant	122,790.19	92,515.15	-96,156.05		119,149.29
97-Juv Prob Title IV E Fund	5,622.27	77.24	-295.62		5,403.89
97-Juv Prob Title IV Texpool:	17,739.76	1.62	0.00		17,741.38
97-Juv Prob Fund Totals:	23,362.03	78.86	-295.62		23,145.27
50-Debt Service (I&S)	203,404.53	18,914.89	0.00	\$0.00	222,319.42
50-Debt Service TexPool Inv	331,619.55	30.60	0.00	\$0.00	331,650.15
50-Debt Service Fund Totals:	535,024.08	18,945.49	0.00	\$0.00	553,969.57
61-Right of Way	214.05	0.00	0.00		214.05
61-Right of Way, TexPool Inv	63,578.84	5.86	0.00	\$0.00	63,584.70
61-Right of Way Fund Totals:	63,792.89	5.86	0.00	\$0.00	63,798.75
Total of Funds:					17,157,801.56

HUNT COUNTY DEBT: Ending Balance, April 2011

Principle Dodge Truck	1,138.17
2005 Refunding Bond	7,630,000.00
Principle Computer Upgrade '08	72,343.90
Amt to be provided for Compen	317,191.83
Phase I-Johnson Controls	19,052.76
Phase II-Johnson Controls	295,480.24
Totals:	8,335,206.90