

# 12,800 (1)

**Diversified Power Systems, Inc.**

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129  
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2013.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Dianne Terry 903-408-4292  
Name and Telephone No. of Contact  
Email dterry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Juvenile Center  
Name of Location  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

FILED FOR RECORD  
at 11:15 o'clock A.M.  
JUL 23 2013  
By JENNIFER LINDSEY  
County Clerk, Hunt County, Tex.

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

| DESCRIPTION OF CUSTOMER EQUIPMENT |       |                    |                     |
|-----------------------------------|-------|--------------------|---------------------|
| Manufacturer                      | Type* | Model              | Serial Number       |
| RENEWAL 2013                      |       |                    |                     |
| Onan                              | G     | 306-2452<br>Kw- 70 | L830690696<br>Spec# |
|                                   |       |                    |                     |
|                                   |       |                    |                     |
|                                   |       |                    |                     |
|                                   |       |                    |                     |

\*G = Generator, T = Transfer Switch, O = Other

| Frequency of Service  |
|---|
| One Annual Pm service per our Exhibit A \$482.00  |
| Three Quarterly inspection services per our exhibit A \$275.00 each 3 x \$275.00 = \$825.00 |
| <b>If load bank test required please call for quote</b>                                     |
| <b>All other work will be billed on a time and material basis</b>                           |

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1307.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: July 2013

Customer  
By: [Signature]  
Title: Hunt County - Copier  
Date: 7-23-2013

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

**EXHIBIT "A"**  
**MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

|   |          |
|---|----------|
| Doesn't include any E-fee's or sales tax if applicable. |          |
|   |          |
| Oil sample analysis                                     | \$45.00  |
| Coolant sample analysis                                 | \$88.00  |
| Fuel sample analysis                                    | \$132.00 |
|   |          |

#12,800 (1)

**Diversified Power Systems, Inc.**

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817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

**MAINTENANCE AGREEMENT**

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Hunt County ("Customer") on the 1 day of August, 2013.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Dainne Terry 903-408-4292  
Name and Telephone No. of Contact  
Email dterry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Criminal Center  
Name of Location  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

**FILED FOR RECORD**  
at 11:50'clock A.M.  
**JUL 23 2013**  
By **JENNIFER LINDENZWEIG**  
County Clerk, Hunt County, Tex.

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

| DESCRIPTION OF CUSTOMER EQUIPMENT |       |                              |                     |
|-----------------------------------|-------|------------------------------|---------------------|
| Manufacturer                      | Type* | Model                        | Serial Number       |
| RENEWAL 2013                      |       |                              |                     |
| Detroit                           | G     | 6063HK35 (400DSE)<br>Kw- 400 | 06RO579182<br>Spec# |
|                                   |       |                              |                     |
|                                   |       |                              |                     |
|                                   |       |                              |                     |

\*G = Generator, T = Transfer Switch, O = Other

| Frequency of Service  |
|---|
| One Annual Pm service per our Exhibit A \$803.00  |
| Three Quarterly inspection services per our exhibit A \$275.00 each 3 x \$275.00 = \$825.00 |
| <b>If load bank testing required please call for quote</b>                                  |
| <b>All other work will be billed on a time and material basis</b>                           |

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1628.00**. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: July 2013

Customer  
By: *[Signature]*  
Title: *[Signature]*  
Date: 7-23-2013

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

**EXHIBIT "A"**  
**MAINTENANCE AGREEMENT**

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3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

|   |          |
|---|----------|
| Doesn't include any E-fee's or sales tax if applicable. |          |
|   |          |
| Oil sample analysis                                     | \$45.00  |
| Coolant sample analysis                                 | \$88.00  |
| Fuel sample analysis                                    | \$132.00 |
|   |          |

# 12,800 (1)

**Diversified Power Systems, Inc.**

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Hunt County ("Customer") on the 1 day of August, 2013.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Dianne Terry 903-408-4292  
Name and Telephone No. of Contact  
Email dterry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County County Jail Annex  
Name of Location  
2507 Crockett Street  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

FILED FOR RECORD  
at 1:50 o'clock  
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By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

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| DESCRIPTION OF CUSTOMER EQUIPMENT |       |                  |                    |
|-----------------------------------|-------|------------------|--------------------|
| Manufacturer                      | Type* | Model            | Serial Number      |
| <b>RENEWAL 2013</b>               |       |                  |                    |
| Generac                           | G     | 0058820<br>Kw- 8 | 6181076<br>Nat Gas |
|                                   |       |                  |                    |
|                                   |       |                  |                    |
|                                   |       |                  |                    |
|                                   |       |                  |                    |

\*G = Generator, T = Transfer Switch, O = Other

| Frequency of Service  |                                       |
|---|---------------------------------------|
| One Annual Pm service per our Exhibit A                           | \$255.00                              |
| Three Quarterly inspection services per our exhibit A             | \$245.00 each 3 x \$245.00 = \$735.00 |
| <b>If load bank testing required please call for quote</b>        |                                       |
| <b>All other work will be billed on a time and material basis</b> |                                       |

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$990.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

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Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: July 2013

Customer  
By: *[Signature]*  
Title: Hunt County Jail  
Date: 7-23-2013

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
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5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
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11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.



**EXHIBIT "A"**  
**MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

|   |          |
|---|----------|
| Doesn't include any E-fee's or sales tax if applicable. |          |
|   |          |
| Oil sample analysis                                     | \$45.00  |
| Coolant sample analysis                                 | \$88.00  |
| Fuel sample analysis                                    | \$132.00 |
|   |          |

#12,800 (1)

**Diversified Power Systems, Inc.**

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129  
817-473-8600, 817-658-6743 Mobile, 817-473-8668 Fax

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and  
Hunt County ("Customer") on the 1 day of August, 2013.

**CUSTOMER BILLING ADDRESS**

Hunt County Purchasing Department  
Customer Name  
P.O. Box 1097  
Mailing Address  
Greenville, Texas 75403-1097  
City, State, Zip Code  
Dianne Terry 903-408-4292  
Name and Telephone No. of Contact  
Email dterry@huntcounty.net

**LOCATION OF CUSTOMER EQUIPMENT**

Hunt County Radio Tower  
Name of Location  
Physical Address  
Greenville, Texas 75403  
City, State, Zip Code  
Jimmy Moore 903-408-4225  
Name and Telephone No. of Contact  
Email jmoore@huntcounty.net

**FILED FOR RECORD**  
JUL 23 2013  
By JENNIFER LINDENBERG  
County Clerk, Hunt County, TX

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

| DESCRIPTION OF CUSTOMER EQUIPMENT |       |                     |                     |
|-----------------------------------|-------|---------------------|---------------------|
| Manufacturer                      | Type* | Model               | Serial Number       |
| <b>RENEWAL 2013</b>               |       |                     |                     |
| Winco                             | G     | CSAPSS8B-N<br>Kw- 8 | 13830M97<br>L P Gas |
|                                   |       |                     |                     |
|                                   |       |                     |                     |
|                                   |       |                     |                     |

\*G = Generator, T = Transfer Switch, O = Other

| Frequency of Service   |          |
|--|----------|
| One Annual Pm service per our Exhibit A  | \$255.00 |
| Three Quarterly inspection services per our exhibit A \$245.00 each 3 x \$245.00 = | \$735.00 |
| <b>If load bank testing required please call for quote</b>                         |          |
| <b>All other work will be billed on a time and material basis</b>                  |          |

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$990.00** This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

**OTHER PROVISIONS**

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.  
By: Ed Rogers email ed.rogers55@yahoo.com  
Title: Preventive Maintenance Sales 817-658-6743  
Date: July 2013

Customer  
By: *[Signature]*  
Title: *[Signature]*  
Date: 7-23-2013

## TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

**EXHIBIT "A"**  
**MAINTENANCE AGREEMENT**

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

|   |          |
|---|----------|
| Doesn't include any E-fee's or sales tax if applicable. |          |
|   |          |
|   |          |
| Oil sample analysis                                     | \$45.00  |
| Coolant sample analysis                                 | \$88.00  |
| Fuel sample analysis                                    | \$132.00 |
|   |          |

#12,800(2)

INTERLOCAL COOPERATION CONTRACT  
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999

FILED FOR RECORD  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *[Signature]*

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: HUNT County-

Complete Address: 2507 LEE STREET GREENVILLE TX 75401  
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2013 and shall terminate on August 31, 2015.

## INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

# 12,800(3)

**INTERLOCAL AGREEMENT  
BETWEEN HUNT COUNTY AND CITY OF WEST TAWAKONI**

**FILED FOR RECORD**  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *Jennifer Lindenzweig*

This agreement is made this 12th day of March, 2013 between Hunt County, Texas and City of West Tawakoni.

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 City of West Tawakoni, hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Hunt County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Hunt County. Upon receipt of request, Hunt County will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Hunt County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. The City of West Tawakoni, Texas agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

**II.**

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

III.

The City of West Tawakoni, Texas, agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the City of West Tawakoni, 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.

Lamont Jenkins, is hereby designated as the official representative to act for the City of West Tawakoni, 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.

HUNT COUNTY

(Entity) City of West Tawakoni

BY

BY

TITLE

TITLE

DATE

DATE

2-23-2013

3/12/2013



# 12,800(3)  
RESOLUTION NO. 3194-000

FILED FOR RECORD  
at 11:55 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
By [Signature] Clerk, Hunt County, Tex.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, AUTHORIZING AN INTERLOCAL/COOPERATIVE PURCHASING AGREEMENT BETWEEN HUNT COUNTY AND THE CITY OF QUINLAN FOR THE CITY'S USE OF HUNT COUNTY CONTRACTS IN CONNECTION WITH THE PURCHASE OF VARIOUS COMMODITIES**

**WHEREAS**, it appearing to be in the best interest of the citizens of the City of Quinlan, Texas, that the City of Quinlan enter into an interlocal/cooperative purchasing agreement with Hunt County, Texas;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF QUINLAN:**

- 1) **THAT** the City of Quinlan, acting by and thru its duly elected Mayor, shall enter into an interlocal/cooperative purchasing agreement with Hunt County, Texas, providing for the City of Quinlan to utilize and be incorporated in one or more Hunt County Supplier Agreements for the purchase of commodities.
- 2) **THAT** such agreement shall be attached hereto and made a part hereof as if fully stated herein.

**PASSED AND APPROVED** in a meeting of the City Council of the City of Quinlan, Texas, held on the 13<sup>th</sup> day of May, 2013.

R.W. Oliver  
R.W. OLIVER,  
Mayor

ATTEST:

Victoria Raduechel  
VICTORIA RADUECHEL,  
City Secretary

**INTERLOCAL AGREEMENT  
BETWEEN HUNT COUNTY AND CITY OF QUINLAN**

This agreement is made this 13<sup>th</sup> day of May, 2013 between Hunt County, Texas and the City of Quinlan.

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 compensated the performing party for the services performed under this contract;

**I.**

The City of Quinlan, hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Hunt County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Hunt County. Upon receipt of request, Hunt County will send a form letter to the appropriate vendor(s), for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Hunt County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. The City of Quinlan, Texas agrees that, when in the City of Quinlan's best interest, Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

**II.**

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

III.

The City of Quinlan, Texas, agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the City of Quinlan, 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.

\_\_\_\_\_, is hereby designated as the official representative to act for the City of Quinlan, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both parties.

VI.

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

HUNT COUNTY

(Entity) City of Quinlan

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

2-23-2013

5-13-13

#12,800(5)

CPE DOCUMENTATION FORM  
TEXAS PUBLIC PURCHASING ASSOCIATION SUMMER MOMENTUM  
GALVESTON, TEXAS ★ JUNE 26-28, 2013

Please print:

Name: CHERYL BLUE

Agency: HUNT COUNTY

Business Address: 2507 LEE ST, Room 104

City/State/Zip: GREENVILLE, TX 75401

Telephone: 903 408-4148

Email: c.blue@huntcounty.net

FILED FOR RECORD  
at 1:15 o'clock  
JUL 23 2013  
By Cheryl Blue  
JUL 23 2013

| Date / Session Name                        | Time      | Maximum Credit Hrs | Hours Earned |
|--|-----------|--------------------|--------------|
| <b>Wednesday, June 26, 2013</b>            |           |                    |              |
| <b>General Sessions</b>                    |           |                    |              |
| Succession Training & Growing Leaders      | 1:15-3:15 | 2.40               | <u>2.40</u>  |
| What is E-Rate & How Can I Get Funding...? | 3:30-5:00 | 1.80               | <u>1.80</u>  |

**Thursday, June 27, 2013**

| <b>Concurrent Sessions</b>            |           |      |             |
|---------------------------------------|-----------|------|-------------|
| First Time Managers/Purchasing Agents | 8:00-9:15 | 1.50 | <u>1.50</u> |
| Purchasing 101                        | 8:00-9:15 | 1.50 | <u>1.50</u> |

| <b>Concurrent Sessions</b>                         |            |      |             |
|--|------------|------|-------------|
| Modifying the Proposed TX Unified Procurement Code | 9:30-10:45 | 1.50 | <u>1.50</u> |
| Common Specification for Uncommon World            | 9:30-10:45 | 1.50 | <u>1.50</u> |

| <b>Concurrent Sessions</b>                         |             |      |             |
|--|-------------|------|-------------|
| Modifying the Proposed TX Unified Procurement Code | 11:00-12:00 | 1.20 | <u>1.20</u> |
| TxPPA toolbox for the Digital Age                  | 11:00-12:00 | 1.20 | <u>1.20</u> |

| <b>General Sessions</b>                  |           |      |             |
|--|-----------|------|-------------|
| Public Procurement Contracts             | 1:00-2:45 | 2.10 | <u>2.10</u> |
| Basic Green Policy Development           | 3:00-4:00 | 1.20 | <u>1.20</u> |
| Who Wants to be a Purchasing Millionaire | 4:00-5:00 | 1.20 | <u>1.20</u> |

**Friday, June 28, 2013**

| <b>General Sessions</b>   |             |       |             |
|---------------------------|-------------|-------|-------------|
| Construction Procurement  | 8:30-10:00  | 1.80  | <u>1.80</u> |
| Taming the Stress Monster | 10:15-12:00 | 2.10  | <u>2.10</u> |
| Total CPE Hrs:            |             | 21.00 | <u>16.8</u> |
| Max. Points Allowed       |             | 16.8  |             |

UPPCC gives one point per every aggregate eight hours of attendance for recertification and the actual number of hours for initial certification.

ISM - Participants who successfully complete this program will receive hours of continuing education. They may be applied toward ISM CPSM, C.P.M. and /or A.P.P. certifications or reaccreditations.

CPE credits are certified by the LBJ School of Public Affairs

TASBO pre-approved provider #351

At the end of the workshop, bring your completed form to the registration desk. A TxPPA official will sign it. It is your responsibility to keep this form as proof of hours earned for certification/recertification purposes.

I hereby certify my attendance at each of the sessions as indicated above.

Cheryl Blue  
Signature  
Chris Staley  
TxPPA Official Signature

6-28-13  
Date  
6/28/13  
Date

TEXAS ASSOCIATION OF COUNTIES

Certificate of Attendance

presented to

# Honorable Delores K. Shelton Hunt County

for completion of 12 hours of instruction specific to the statutory requirements of the Texas

Government Code Chapter 2256.008 of the Public Funds Investment Act

## 2013 Conference of the County Investment Academy

June 10-12, 2013 • Moody Gardens Hotel • Galveston, Texas



Hon. Connie Hickman, President



Gene Terry, Executive Director

FILED FOR RECORD  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By 

# 12,800(7)

TEXAS ASSOCIATION OF COUNTIES

Certificate of Attendance

presented to

Honorable Delores K. Shelton

MEMBER, COUNTY INVESTMENT ACADEMY

for completion of 16 hours of instruction specific to investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Hunt County

2013 Conference of the County Investment Academy

June 10-12, 2013 • Moody Gardens Hotel • Galveston, Texas

*Connie Hickman*

Hon. Connie Hickman, President

*Gene Terry*

Gene Terry, Executive Director

FILED FOR RECORD

at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

By *Jennifer Lindenzweig*

# 12,802

Lakes Regional MHMR Center  
 Utilization of County Funds for Substance Abuse Services in Hunt  
 3rd Quarter Report  
 March - May 2013

FILED FOR RECORD  
 at 1:15 o'clock A M

JUL 23 2013  
 By JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, Tx.

| Lakes Regional Substance Abuse Services   | 3rd QTR # Clients Served | Hours of Service | Comment  |
|---|--------------------------|------------------|--|
| Screening and Evaluation  | 57                       | 5                | Assessment is required for entry into education classes programs.  |
| <b>Self-Pay Education Classes:</b>  |                          |                  |  |
| • DWI Education Class   | 38                       | 12.5             | Clients are referred from probation and pay total cost of class. Most classes require a minimum number of 10 to be cost effective.<br><br><i>* Note due to 2 staff vacancies we couldn't accept referrals in the DO Ed. Class for the past 2 months. Staff have now been hired for this program.</i> |
| • Drug Offender Education Class   | 0                        | 0<br>*see note   |  |
| • Repeat Offender DWI   | 28                       | 45               |  |
| <b>Lakes Hunt County Supported Indigent Counseling and Treatment Services</b>   |                          |                  |  |
| <p>County Funds support approximately 30% of the cost of these treatment services. They are used to start services immediately while alternative funding is sought – (i.e. NorthSTAR). County funding supports ongoing services for those individuals not eligible for NorthSTAR funding. For the new year county funding will help support our new program for children and adolescents. Family and client fees are also set to augment low payment rates from NorthSTAR and other payers.</p> |                          |                  |  |
| Substance Abuse Counseling Program  | 3rd QTR # Clients Served | Hours of Service | Comment  |
| Intake Evaluation   | 13                       | 2.5              | Majority of referrals come from probation and self-referral Intake is required to assess eligibility for other services below.   |
| Supportive Outpatient Program – Adults  | 35                       | 3 per week       | Classes are last 90 days and groups have a minimum of 3 clients.   |
| Intensive Outpatient Program – Adults   | 24                       | 9 per week       | More intensive classes for which few clients qualify or are authorized.  |

#12,803

# November 5<sup>th</sup>, 2013 Constitutional Amendments Election

| Precinct #                | Polling Place  | Judge | Alternate | CONGR<br>DIST | COMM<br>PCT | JP/<br>CONST |
|---------------------------|--|-------|-----------|---------------|-------------|--------------|
| 101<br>&103               | Celeste Fire Station<br>102 South 2 <sup>nd</sup> St Celeste               |       |           | 4             | 1           | 3            |
| 102                       | Wolfe City Middle School Gym<br>506 W. Hanna Wolfe City                    |       |           | 4             | 1           | 3            |
| 104<br>&105               | Salem-Kinser United Methodist<br>1315 Rees Greenville                      |       |           | 4             | 1           | 1            |
| 106<br>&107               | Crestview Christian Church<br>5605 Wesley St                               |       |           | 4             | 1           | 1            |
| 108                       | Park Street Baptist Church<br>2205 Park Greenville                         |       |           | 4             | 1           | 1            |
| 109                       | Merit Baptist Church<br>2576 Lake Ave. Merit                               |       |           | 4             | 1           | 1            |
| 210                       | Floyd Baptist Church<br>4311 Hwy 380 Greenville                            |       |           | 4             | 2           | 1            |
| 211,212<br>& 213          | Westview United Methodist<br>6407 Sayle Greenville                         |       |           | 4             | 2           | 1            |
| 214                       | Quinlan City Council Chambers<br>104 E. Main Quinlan                       |       |           | 4             | 2           | 4            |
| 215                       | First Baptist Church<br>2503 First Caddo Mills                             |       |           | 4             | 2           | 1            |
| 216 &<br>217              | Union Valley Fire Station<br>7965 FM 1565 Royse City                       |       |           | 4             | 2           | 4            |
| 318 &<br>319              | Lone Oak Civic Center<br>111 Town Square Lone Oak                          |       |           | 4             | 3           | 1            |
| 320                       | Lake Tawakoni Regional<br>Chamber of Commerce<br>100 W Hwy 276 W. Tawakoni |       |           | 4             | 3           | 4            |
| 321                       | Lakeview Church Family Ctr<br>11020 FM 751 Quinlan                         |       |           | 4             | 3           | 4            |
| 322                       | First Assembly of God<br>728 E Quinlan Pkwy, Quinlan                       |       |           | 4             | 3           | 4            |
| 323                       | Cash Fire Dept.<br>4745 Hwy 34 S Greenville                                |       |           | 4             | 3           | 4            |
| 324 &<br>325              | Fletcher Warren Civic Ctr<br>5501 Hwy 69 S Greenville                      |       |           | 4             | 3           | 1            |
| 426, 427,<br>428 &<br>429 | Commerce City Hall<br>1119 Alamo Commerce                                  |       |           | 4             | 4           | 2            |
| 430 &<br>431              | Timberglen<br>341 Canterbury Way Greenville                                |       |           | 4             | 4           | 1            |
| 432                       | Aberfoyle Baptist Church<br>7665 FM 512 Wolfe City                         |       |           | 4             | 4           | 3            |
| 433                       | Reecy Davis Rec. Center<br>4320 Lee Greenville                             |       |           | 4             | 4           | 1            |
| 434                       | Campbell Community Center<br>111 W Main Street Campbell                    |       |           | 4             | 4           | 1            |
| Early<br>Vote             | Hunt Co Voter Administration<br>2217 Washington St Greenville              |       |           |               |             |              |
| Central<br>Count          | Hunt Co Voter Administration<br>2217 Washington St Greenville              |       |           |               |             |              |

FILED FOR RECORD  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENBERG  
By County Clerk, Hunt County, Tex.



#12,809

Delores Shelton, CIO, CCT  
Hunt County Treasurer

FY 11: Monthly Report, June 2013

FILED FOR RECORD  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *Jennifer Lindenzweig*

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) **Month End Balance: \$17,809,090.59**

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.

This report will be filed with accompanying reports this 23 day of July, 2013.

*Delores Shelton*

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)

*Eric Evans*

Eric Evans, Pct #1

*John L. Horn*

John L. Horn, Hunt County Judge

*Jay Atkins*

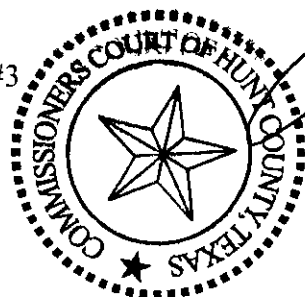
Jay Atkins, Commissioner, Pct 2

*Phillip a. Martin*

Phillip Martin, Commissioner, Pct #3

*Jim Latham*

Jim Latham, Pct #



**Hunt County Treasurer**  
**Monthly Report**  
**June 2013**

| Hunt County Funds                 | Beginning Balance    | Money Received      | Money Disbursed      | Transfer In/Out Investment | Month End Balance    |
|-----------------------------------|----------------------|---------------------|----------------------|----------------------------|----------------------|
| <b>10-GENERAL</b>                 | 251,714.96           | 1,256,036.71        | -2,146,933.07        | 800,000.00                 | <b>160,818.60</b>    |
| 10-Chase Investment               | 12,132,902.89        | 1,360.06            | 0.00                 | -800,000.00                | <b>11,334,262.95</b> |
| 10-Chase Retirement               | 67,212.48            | 7.56                | -19,175.38           | 0.00                       | <b>48,044.66</b>     |
| 10-TexPool Investment             | 146,016.91           | 6.92                | 0.00                 | 0.00                       | <b>146,023.83</b>    |
| 10-TexStar Investment             | 216,697.32           | 10.93               | 0.00                 | 0.00                       | <b>216,708.25</b>    |
| 10-InWood Nat'l Bank CD           | 546,411.85           | 348.06              | 0.00                 | 0.00                       | <b>546,759.91</b>    |
| 10-TexPool Investment, Jail       | 581,264.76           | 27.52               | 0.00                 | 0.00                       | <b>581,292.28</b>    |
| <b>10-General Fund Totals:</b>    | <b>13,942,221.17</b> | <b>1,257,797.76</b> | <b>-2,166,108.45</b> | <b>0.00</b>                | <b>13,033,910.48</b> |
| <br>                              |                      |                     |                      |                            |                      |
| 20-Law Library                    | 2,645.53             | 3,745.00            | -5,531.31            |                            | <b>859.22</b>        |
| <br>                              |                      |                     |                      |                            |                      |
| 21-R&B #1                         | 8,955.91             | 41,189.06           | -69,805.54           | 20,000.00                  | <b>339.43</b>        |
| 21-R&B #1, TexPool Invest.        | 714,779.70           | 33.50               | 0.00                 | -20,000.00                 | <b>694,813.20</b>    |
| <b>21-R&amp;B #1 Fund Totals:</b> | <b>723,735.61</b>    | <b>41,222.56</b>    | <b>-69,805.54</b>    | <b>0.00</b>                | <b>695,152.63</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 22-R&B #2                         | 55,987.29            | 50,451.36           | -147,019.56          | 50,000.00                  | <b>9,419.09</b>      |
| 22-R&B #2, TexPool Invest.        | 743,893.94           | 34.47               | 0.00                 | -50,000.00                 | <b>693,928.41</b>    |
| <b>22-R&amp;B #2 Fund Totals:</b> | <b>799,881.23</b>    | <b>50,485.83</b>    | <b>-147,019.56</b>   | <b>0.00</b>                | <b>703,347.50</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 23-R&B #3                         | 7,841.61             | 47,687.81           | -100,713.91          | 40,000.00                  | <b>-5,184.49</b>     |
| 23-R&B #3, TexPool Invest         | 630,076.27           | 29.15               | 0.00                 | -40,000.00                 | <b>590,105.42</b>    |
| <b>23-R&amp;B #3 Fund Totals:</b> | <b>637,917.88</b>    | <b>47,716.96</b>    | <b>-100,713.91</b>   | <b>0.00</b>                | <b>584,920.93</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 24-R&B #4                         | 8,718.31             | 55,168.78           | -99,650.95           | 50,000.00                  | <b>14,236.14</b>     |
| 24-R&B #4, TexPool Invest         | 608,300.04           | 27.98               | 0.00                 | -50,000.00                 | <b>558,328.02</b>    |
| <b>24-R&amp;B #4 Fund Totals:</b> | <b>617,018.35</b>    | <b>55,196.76</b>    | <b>-99,650.95</b>    | <b>0.00</b>                | <b>572,564.16</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 25-Health Private                 | 63,351.77            | 5,016.54            | -3,054.29            |                            | <b>65,314.02</b>     |
| 26-State Health Services          | -69,532.07           | 33,404.79           | -37,004.64           |                            | <b>-73,131.92</b>    |
| 27-Hunt County Grants             | 13,466.64            | 4,591.68            | -5,623.46            |                            | <b>12,434.86</b>     |
| <br>                              |                      |                     |                      |                            |                      |
| 68-JP, DDC Fee Fund               | 131,442.93           | 1,300.85            | -479.32              |                            | <b>132,264.46</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 71-DC Record Management           | 6,569.06             | 335.00              | -15.02               |                            | <b>6,889.04</b>      |
| <br>                              |                      |                     |                      |                            |                      |
| 70-Voter Admin 19                 | -600.00              | 0.00                | 0.00                 |                            | <b>-600.00</b>       |
| 74-Elections Special              | 40,887.77            | 3,929.87            | -731.41              |                            | <b>44,086.23</b>     |
| <br>                              |                      |                     |                      |                            |                      |
| 75-CA-DWI                         | 5,250.33             | 292.77              | 0.00                 |                            | <b>5,543.10</b>      |
| <br>                              |                      |                     |                      |                            |                      |
| 81-CC Rec Mgt Preservation        | 2,814.00             | 9,458.37            | -1,759.27            | 0.00                       | <b>10,513.10</b>     |
| 81-CC Rec Mgt Pr. TexPool         | 60,365.49            | 2.85                | 0.00                 | 0.00                       | <b>60,368.34</b>     |
| <b>81-CC RMP Fund Totals:</b>     | <b>63,179.49</b>     | <b>9,461.22</b>     | <b>-1,759.27</b>     | <b>0.00</b>                | <b>70,881.44</b>     |
| <br>                              |                      |                     |                      |                            |                      |
| 82-Courthouse Security            | 348,563.39           | 7,513.88            | -3,258.58            |                            | <b>352,818.69</b>    |
| <br>                              |                      |                     |                      |                            |                      |
| 83-Justice Court Sec.             | 102,995.49           | 337.47              | -26,182.97           |                            | <b>77,149.99</b>     |

**Hunt County Treasurer  
Monthly Report  
June 2013**

| Hunt County Funds                   | Beginning Balance    | Money Received      | Money Disbursed      | Transfer In/Out Investment | Month End Balance    |
|-------------------------------------|----------------------|---------------------|----------------------|----------------------------|----------------------|
| 84-District Clerk Archive           | 23,694.73            | 515.00              | 0.00                 |                            | 24,209.73            |
| 85-Co & District Court Tech         | 5,628.95             | 164.17              | 0.00                 |                            | 5,793.12             |
| 86-County Record Preservat          | 42,044.97            | 1,130.00            | -1,143.70            |                            | 42,031.27            |
| 87-Justice Court Technolog          | 179,531.89           | 1,370.11            | -1,939.68            |                            | 178,962.32           |
| 88-County Clerk Archive             | 37,332.31            | 6,420.00            | 0.00                 |                            | 43,752.31            |
| 89-County Record Mgt Pres           | 27,616.21            | 1,877.14            | -6,907.81            |                            | 22,585.54            |
| 91-LEOSE                            | 17,573.92            | 0.00                | -376.00              |                            | 17,197.92            |
| 95-Juv Prob. Center Fund            | 536,185.75           | 93,652.50           | -114,605.89          |                            | 515,232.36           |
| 96-Juv Prob "A-Z" Grant             | 72,061.42            | 51,235.73           | -53,211.20           |                            | 70,085.95            |
| 97-Juv Prob Title IV E Fund         | 1,223.83             | 1.04                | -117.08              |                            | 1,107.79             |
| 97-Juv Prob Title IV Texpool        | 17,781.69            | 0.86                | 0.00                 |                            | 17,782.55            |
| <b>97-Juv Prob Fund Totals:</b>     | <b>19,005.52</b>     | <b>1.90</b>         | <b>-117.08</b>       |                            | <b>18,890.34</b>     |
| 50-Debt Service (I&S)               | 180,647.25           | 8,902.06            | 0.00                 | 0.00                       | 189,549.31           |
| 50-Debt Service TexPool Inv         | 332,393.83           | 15.74               | 0.00                 | 0.00                       | 332,409.57           |
| <b>50-Debt Service Fund Totals</b>  | <b>513,041.08</b>    | <b>8,917.80</b>     | <b>0.00</b>          |                            | <b>521,958.88</b>    |
| 61-Right of Way                     | 253.95               | 0.00                | 0.00                 |                            | 253.95               |
| 61-Right of Way, TexPool Inv        | 63,729.05            | 3.02                | 0.00                 | 0.00                       | 63,732.07            |
| <b>61-Right of Way Fund Totals:</b> | <b>63,983.00</b>     | <b>3.02</b>         | <b>0.00</b>          |                            | <b>63,986.02</b>     |
| <b>Total of Funds:</b>              | <b>18,966,694.32</b> | <b>1,687,636.31</b> | <b>-2,845,240.04</b> | <b>0.00</b>                | <b>17,809,090.59</b> |

**HUNT COUNTY DEBT**

|                             | Mo. Beginning       | Payment           | Balance Due         | Pay Off Date |
|-----------------------------|---------------------|-------------------|---------------------|--------------|
| 2005 Refunding Bond         | 5,945,000.00        | 0.00              | 5,945,000.00        | 09/30/2019   |
| Reserve Compter Upgrade '08 | 12,834.00           | -2,573.91         | 10,260.09           | 09/15/2013   |
| Liability Comp Absence      | 317,191.83          | 0.00              | 317,191.83          |              |
| Phase II-Johnson Controls   | 117,997.88          | -23,151.83        | 94,846.05           | 05/14/2014   |
| Pct 2 Reserve Reclaimer     | 38,471.88           | -2,384.12         | 36,087.76           |              |
| <b>Totals:</b>              | <b>6,431,495.59</b> | <b>-28,109.86</b> | <b>6,403,385.73</b> |              |

\*Reflects change due to JE or correction.

Debt balance does not reflect interest due for balance of debt.

| <b>2013</b>   |  |  | <b>TexPool</b> | <b>Tex Star</b> | <b>Chase</b> | <b>Retiree</b> | <b>InWood-CD</b> |
|---------------|--|--|----------------|-----------------|--------------|----------------|------------------|
| January       |  |  | 0.0986%        | 0.1103%         | 0.1500%      | 0.1500%        | 0.7500%          |
| February      |  |  | 0.0935%        | 0.0996%         | 0.1500%      | 0.1500%        | 0.7500%          |
| March         |  |  | 0.1047%        | 0.1125%         | 0.1500%      | 0.1500%        | 0.7500%          |
| April         |  |  | 0.1022%        | 0.1038%         | 0.1500%      | 0.1500%        | 0.7500%          |
| May           |  |  | 0.0715%        | 0.0723%         | 0.1500%      | 0.1500%        | 0.7500%          |
| June          |  |  | 0.0576%        | 0.0614%         | 0.1500%      | 0.1500%        | 0.7500%          |
| July          |  |  |                |                 |              |                |                  |
| August        |  |  |                |                 |              |                |                  |
| September     |  |  |                |                 |              |                |                  |
| October       |  |  |                |                 |              |                |                  |
| November      |  |  |                |                 |              |                |                  |
| December      |  |  |                |                 |              |                |                  |
| Average Rate: |  |  | 0.0880%        | 0.0933%         | 0.1500%      | 0.1500%        | 0.7500%          |

| <b>2012</b>   |  |  | <b>TexPool</b> | <b>Tex Star</b> | <b>Chase</b> | <b>InWood-CD</b> |
|---------------|--|--|----------------|-----------------|--------------|------------------|
| January       |  |  | 0.0875%        | 0.0902%         | 0.1500%      | 1.0000%          |
| February      |  |  | 0.0903%        | 0.0986%         | 0.1500%      | 1.0000%          |
| March         |  |  | 0.1150%        | 0.1148%         | 0.1500%      | 1.0000%          |
| April         |  |  | 0.1110%        | 0.1098%         | 0.1500%      | 1.0000%          |
| May           |  |  | 0.1246%        | 0.1273%         |              |                  |
| June          |  |  | 0.1395%        | 0.1379%         | 0.1500%      | 1.0000%          |
| July          |  |  | 0.1316%        | 0.1359%         | 0.1500%      | 1.0000%          |
| August        |  |  | 0.1313%        | 0.1326%         | 0.1500%      | 1.0000%          |
| September     |  |  | 0.1572%        | 0.1574%         | 0.1500%      | 1.0000%          |
| October       |  |  | 0.1657%        | 0.1746%         | 0.1500%      | 0.7500%          |
| November      |  |  | 0.1564%        | 0.1720%         | 0.1500%      | 0.7500%          |
| December      |  |  | 0.1506%        | 0.1647%         | 0.1500%      | 0.7500%          |
|               |  |  |                |                 |              |                  |
| Average Rate: |  |  | 0.1301%        | 0.1347%         | 0.1500%      | 0.9318%          |

| <b>2011</b>   |  |  | <b>TexPool</b> | <b>Tex Star</b> | <b>Chase</b> | <b>InWood-CD</b> |
|---------------|--|--|----------------|-----------------|--------------|------------------|
| January       |  |  | 0.1587%        | 0.1637%         | 0.2200%      | 1.6500%          |
| February      |  |  | 0.1470%        | 0.1476%         | 0.2100%      | 1.6500%          |
| March         |  |  | 0.1461%        | 0.1408%         | 0.2000%      | 1.6500%          |
| April         |  |  | 0.1122%        | 0.1108%         | 0.2000%      | 1.6500%          |
| May           |  |  | 0.0838%        | 0.0863%         | 0.2000%      | 1.6500%          |
| June          |  |  | 0.0793%        | 0.0889%         | 0.2000%      | 1.6500%          |
| July          |  |  | 0.0665%        | 0.0746%         | 0.2000%      | 1.6500%          |
| August        |  |  | 0.0851%        | 0.0940%         | 0.2000%      | 1.6500%          |
| September     |  |  | 0.0929%        | 0.0906%         | 0.1700%      | 1.6500%          |
| October       |  |  | 0.0839%        | 0.0807%         | 0.1700%      | 1.6500%          |
| November      |  |  | 0.1080%        | 0.0973%         | 0.1700%      | 1.0000%          |
| December      |  |  | 0.8100%        | 0.0182%         | 0.1700%      | 1.0000%          |
|               |  |  |                |                 |              |                  |
| Average Rate: |  |  | 0.1645%        | 0.0995%         | 0.1925%      | 1.5417%          |

Quarterly Investment Report  
 April, May, June 2013

#12,810

FILED FOR RECORD  
 at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, Tex.  
 By *Jennifer Lindenzweig*

| FUND                          | BEG. BALANCE           | DEPOSITS           | WITHDRAWALS             | INTEREST          | QTR ENDING INVESTMENT BALANCE |
|-------------------------------|------------------------|--------------------|-------------------------|-------------------|-------------------------------|
| <b>TEX POOL ACCOUNTS</b>      |                        |                    |                         |                   |                               |
| General Operating             | \$145,995.77           | \$0.00             | \$0.00                  | \$28.06           | \$146,023.83                  |
| R & B 1                       | \$777,668.87           | \$0.00             | (\$83,000.00)           | \$144.33          | \$694,813.20                  |
| R & B 2                       | \$743,786.41           | \$20,000.00        | (\$70,000.00)           | \$142.00          | \$693,928.41                  |
| R & B 3                       | \$779,971.89           | \$0.00             | (\$190,000.00)          | \$133.53          | \$590,105.42                  |
| R & B 4                       | \$718,201.58           | \$0.00             | (\$160,000.00)          | \$126.44          | \$558,328.02                  |
| DEBT SERVICE                  | \$332,345.71           | \$0.00             | \$0.00                  | \$63.86           | \$332,409.57                  |
| R.O.W                         | \$63,719.79            | \$0.00             | \$0.00                  | \$12.28           | \$63,732.07                   |
| REC. MGT-CC                   | \$135,351.42           | \$0.00             | (\$75,000.00)           | \$16.92           | \$60,368.34                   |
| Juvenile Probation            | \$17,779.12            | \$0.00             | \$0.00                  | \$3.43            | \$17,782.55                   |
| Jail Lawsuite Settlement Fund | \$581,180.63           | \$0.00             | \$0.00                  | \$111.65          | \$581,292.28                  |
| <b>TOTAL TEXPOOL</b>          | <b>\$4,296,001.19</b>  | <b>\$20,000.00</b> | <b>(\$578,000.00)</b>   | <b>\$782.50</b>   | <b>\$3,738,783.69</b>         |
| TexStar-G.O.                  | \$216,665.53           | \$0.00             | \$0.00                  | \$42.72           | \$216,708.25                  |
| CHASE GENERL INV              | \$13,529,534.27        | \$0.00             | (\$2,200,000.00)        | \$4,728.68        | \$11,334,262.95               |
| CHASE RETIREE FUND            | \$100,249.76           | \$0.00             | (\$52,236.38)           | \$31.28           | \$48,044.66                   |
| Inwood C.D.-G.O.              | \$545,727.61           | \$0.00             | \$0.00                  | \$1,032.30        | \$546,759.91                  |
| <b>TOTAL INVESTMENT</b>       | <b>\$18,688,178.36</b> | <b>\$20,000.00</b> | <b>(\$2,830,236.38)</b> | <b>\$6,617.48</b> | <b>\$15,884,559.46</b>        |

Prepared by: *Delores Shelton*  
 Hunt County Treasurer  
 Prepared: 07/16/2013

Quarterly Investment Report  
 April-June 2013

| Investment All Funds      | Quarter Balance        |
|---------------------------|------------------------|
| TexPool Investment        | \$3,738,783.69         |
| TexStar Investment        | \$216,708.25           |
| Chase Money Market Fund   | \$11,334,262.95        |
| Chase Retiree Fund        | \$48,044.66            |
| Inwood National Bank C.D. | \$546,759.91           |
| <b>Total Investments:</b> | <b>\$15,884,559.46</b> |

|   |                        |
|---|------------------------|
| <b>Total General Operating Investments:</b>                                   | <b>\$12,243,754.94</b> |
| (Does not include R&B, Debt Service, ROW, CCRM, Juv Prob, Jail, Retiree Fund) |                        |

# 12,811  
HUNT COUNTY

## INVESTMENT POLICY

July 2013

FILED FOR RECORD  
at 11:15 o'clock A M  
JUL 23 2013  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *[Signature]*

It is the policy of Hunt County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this policy.

### **SCOPE**

This Investment Policy applies to all of the investment activities of Hunt County. This policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

### **SAFETY OF PRINCIPAL**

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

### **MAINTENANCE OF ADEQUATE LIQUIDITY**

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVISE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

### **RETURN ON INVESTMENTS**

Consistent with Article 4413(34) © V.A.S., the County "shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body."

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yields and to minimize the costs associated with the investment of such funds within the constraints of all applicable regulations.

### **STANDARD OF CARE**

The standard of care used by Hunt County shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

“Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and as the probable income to be derived.”

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

## **ELIGIBLE INVESTMENTS**

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as amended as eligible securities for the County. County funds governed by the policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities.
2. Repurchase Agreements, (Sweep), and or Certificates of deposit issued by State and National banks domiciled Texas that are:
  - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the County; except no CMO's are to be used for collateral.
  - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
3. SEC-registered money market mutual funds with a dollar-weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar-for dollar all County funds without sales commissions or loads; and, whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The County may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated “AAA” or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted average maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the policy and the County’s ongoing investment strategy.

## **PROTECTION OF PRINCIPAL**

The County shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the policy; by qualifying the broker, dealer and financial institution with whom the County will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.



In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

- a. **OPERATING FUND**  
The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.
- b. **BOND PROCEEDS**  
The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law.
- c. **DEBT SERVICE FUNDS**  
Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.
- d. **BOND RESERVE FUNDS**  
Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.
- e. **OTHER FUNDS**  
The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

#### **COLLATERALIZATION**

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as County Depositories will be required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

1. the Agreement must be in writing;
2. the Agreement has to be executed by the Depository and the County contemporaneously with the acquisition of the asset;
3. the Agreement must be approved by the Board of Directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County;
4. the Agreement must be part of the Depository's "official record" continuously since its executions.

#### **ALLOWABLE COLLATERAL**

Certificates of Deposit – Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act," as amended. No CMO's shall be allowed as collateral.

#### **SAFEKEEPING**

The County shall contract with a financial institution(s) for the safekeeping of securities either owned by the County as a part of its investment portfolio or as part of its depository agreement(s). All collateral securing deposits must be held by a third-party banking institution acceptable to and under contract with the County.

**AUTHORITY TO INVEST**

The County Judge, County Treasurer and County Auditor are the "Investment Officers" of the County. The County Treasurer will process all investments unless by agreement of both County Judge and County Auditor which will result in a written notification to the Treasurer or her first assistant. As Investment Officers, they are authorized to invest, transfer, execute documentation, and otherwise manage County funds according to this policy. Subject to Commissioners Court approval, the Investment Officers may also contract with an Investment Advisor to assist the County in the development and implementation of an effective investment policy and strategy. The Investment Officers shall meet standard education requirements as stated in PFIA Chapter 2256 and if possible meet C.I.O. requirements.

**PRUDENT INVESTMENT MANAGEMENT**

The Investment Officers shall perform their duties in accordance with this Investment Policy. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

**REPORTING**

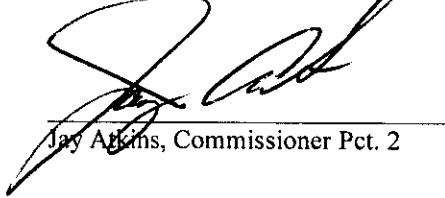
Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly report as well as annual comprehensive report to the County Commissioners Court.

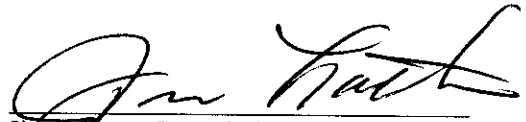
This Investment Policy shall be in full force and effect from and after its approval by the Commissioner Court of Hunt County, Texas.

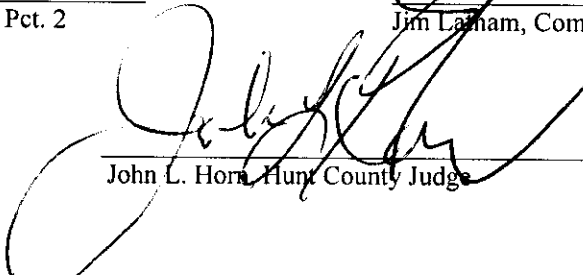
PASSED and APPROVED this the 23 day of July 2013.

  
Eric Evans, Commissioner Pct. 1

  
Phillip Martin, Commissioner Pct. 3

  
Jay Atkins, Commissioner Pct. 2

  
Jim Latham, Commissioner Pct. 4

  
John L. Horn, Hunt County Judge

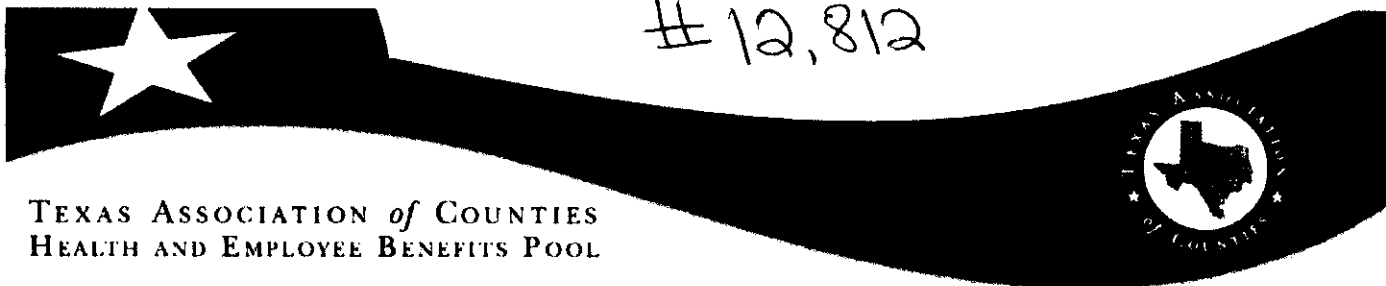
Prepared and submitted by: Delores Shelton, Hunt County Treasurer

ATTEST:

  
Jennifer Lindenzweig, County Clerk



# 12,812



TEXAS ASSOCIATION of COUNTIES  
HEALTH AND EMPLOYEE BENEFITS POOL

### 2013 - 2014 Renewal Notice and Benefit Confirmation

Group: 39985 - Hunt County

Anniversary Date: 10/01/2013

Return to TAC by: 08/06/2013

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to LisaM@county.org.

For any plan or funding changes other than those listed below, please contact Lisa McCaig at 1-800-456-5974.

#### MEDICAL

Medical: Plan 300 \$20 Copay, \$250 Ded, 90%, \$1500 OOP Max      RX Plan: Option 2A \$5/20/35  
Your % rate increase is: 8.20%      Your payroll deductions for medical benefits are:      Pre Tax

| Tier                  | Current Rates | New Rates Effective 10/1/2013 | New Amount Employer Pays | New Amount Employee Pays | New Amount Retiree Pays (if applicable) |
|-----------------------|---------------|-------------------------------|--------------------------|--------------------------|---|
| Employee Only         | \$661.22      | \$715.44                      | \$715.44                 | \$-0-                    | \$-0-                                   |
| Employee + Child      | \$812.34      | \$878.94                      | \$715.44                 | \$163.50                 | \$163.50                                |
| Employee + Child(ren) | \$975.86      | \$1,055.88                    | \$715.44                 | \$340.44                 | \$340.44                                |
| Employee + Spouse     | \$1,399.02    | \$1,513.74                    | \$715.44                 | \$798.30                 | \$798.30                                |
| Employee + Family     | \$1,422.94    | \$1,539.62                    | \$715.44                 | \$824.18                 | \$824.18                                |

*[Signature]* Initial to accept Medical Plan and New Rates.

#### DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major  
Your % rate increase is: 6.90%      Your payroll deductions for dental benefits are:      Pre Tax

| Tier              | Current Rates | New Rates Effective 10/1/2013 | New Amount Employer Pays | New Amount Employee Pays | New Amount Retiree Pays (if applicable) |
|-------------------|---------------|-------------------------------|--------------------------|--------------------------|---|
| Employee Only     | \$23.98       | \$25.62                       | \$25.62                  | \$-0-                    | \$25.62                                 |
| Employee + Family | \$64.64       | \$69.10                       | \$25.62                  | \$43.48                  | \$69.10                                 |

*[Signature]* Initial to accept Dental Plan and New Rates.

FILED FOR RECORD  
at 11:15 o'clock A M

JUL 23 2013

JENNIFER LINDENZWEIG  
County Clerk, Hunt County Tex.  
By *[Signature]*

**RETIREE**

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

|         |               |                |             |
|---------|---------------|----------------|-------------|
| Medical | <b>Pre 65</b> | <b>Post 65</b> | <b>Both</b> |
| Dental  | <b>Pre 65</b> | <b>Post 65</b> | <b>Both</b> |

JA Initial to confirm.

**WAITING PERIOD**

Waiting period applies to all benefits.

**Employees**

90 days - Day following waiting period

\_\_\_\_\_ Initial to confirm.

**Elected Officials**

90 days - Day following waiting period

## COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

County/Group processes COBRA on OASYS

*\*County/Group is responsible for fulfilling COBRA notification process and requirements.*

BCBS COBRA Department processes COBRA

*\*BCBS COBRA Department administers via COBRA contract with the County/Group*

 Initial to confirm COBRA Administration.

## PLAN INFORMATION

Please confirm your broker / consultant's name, if applicable:

\_\_\_\_\_ Initial to confirm.

- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **08/06/2013** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

# TAC HEBP Member Contact Designation Hunt County

## CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

**Name/Title** Honorable Delores K. Shelton, CIO/Treasurer

**Address** 2507 Lee Street, Room 106  
Greenville, TX 75401-1097

**Phone** 903-408-4171

**Fax** 903-408-4285

**Email** hctreasurer@huntcounty.net

## BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

**Name/Title** Ms. Cindy Hames/Payroll and Benefits  
Coordinator

**Address** PO Box 1097  
Greenville, TX 75403-1097

**Phone** 903-408-4179

**Fax** 903-408-4285

**Email** hcpayroll@huntcounty.net

**HIPAA Secured Fax**

## PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

**Name/Title** Ms. Cindy Hames/Payroll and Benefits  
Coordinator

**Address** PO Box 1097  
Greenville, TX 75403-1097

**Phone** 903-408-4179

**Fax** 903-408-4285

**Email** hcpayroll@huntcounty.net

Signature of County Judge or Contracting Authority

Date: July 23, 2013

John L. Horn, Hunt County Judge

Please PRINT Name and Title

*The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.*



# TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

## 2013-2014 SURPLUS DISTRIBUTION

### Hunt County

At the end of the 2012 Fiscal Year, TAC HEBP had a surplus after all expenses and reserve requirements had been met. The Board of Directors has elected to return \$4,817,868 of that surplus to member counties.

Hunt County is eligible to receive a surplus distribution this year which will be delivered by check before August 2013.

**\$29,638 Longevity**

**\$61,902 Surplus**

**Total Distribution = \$91,540**

25 percent of the distribution is based purely on length of membership since TAC HEBP was founded October 1, 2001. The remaining 75 percent is performance-based, depending on each group's contribution toward surplus over a three year period.

We appreciate your continued membership in TAC HEBP and look forward to serving you in 2014.