

# 13,496

OFFICE OF

**NOBLE D. WALKER, JR.**  
**DISTRICT ATTORNEY**

Hunt County Courthouse, 4<sup>th</sup> Floor  
P. O. Box 441  
Greenville, Texas 75403-0441  
(903) 408-4180 - Telephone  
(903) 408-4296 - Facsimile

FILED FOR RECORD  
at 10:30 o'clock A M  
NOV 25 2014  
By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

November 23, 2014

John Horn - Hunt County Judge  
Eric Evans - Commissioner Pct. 1  
Jay Atkins - Commissioner Pct. 2  
Phillip Martin - Commissioner Pct. 3  
Jim Latham - Commissioner Pct. 4  
Hunt County Courthouse  
Greenville, Texas 75401

*Via email – amandab@huntcounty.net*

Re: Forfeiture Fund Budget – 2014-2015

Dear Judge Horn and Commissioners:

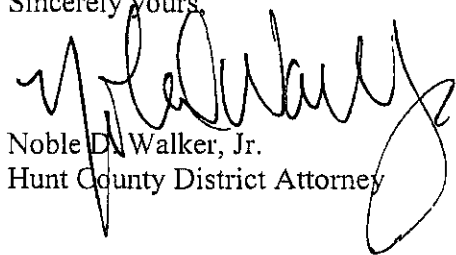
Please find attached a proposed budget for funds seized and forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

As you are aware, the Code authorizes the District Attorney to expend forfeiture funds for the official purposes of his office related to law enforcement. Because these expenditures will come from forfeited funds, there will be no expense to the County for these items.

I appreciate your consideration of these matters.

With kindest regards,

Sincerely yours,



Noble D. Walker, Jr.  
Hunt County District Attorney

NDW/  
Attachment

**Hunt County District Attorney's Office  
Forfeiture Fund Budget  
October 1, 2014 through September 30, 2015**

Office

Operating Supplies.....	\$12,000.00
Training/CLE.....	\$ 5,000.00
Employee Salaries.....	\$22,000.00

Other Expenditures

Greenville Police Department Kids Kamp.....	\$ 1,000.00
CAC Annual Banquet.....	\$ 1,500.00
CAC Strikes for Tikes.....	\$ 500.00
Law Enforcement Training and Equipment.....	\$15,000.00

Total.....\$ 57,000.00

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# ENGINEERING SERVICES CONTRACT

JAN 15 2015

## PART I AGREEMENT

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

THIS AGREEMENT, entered into this 25 day of November, 2014 by and between the Hunt County, hereinafter called the "County", acting herein by Judge John Horn hereunto duly authorized, and Daniel & Brown Inc. hereinafter called "Firm", acting herein by Eddy Daniel, P.E., procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

### WITNESSETH THAT:

WHEREAS, the County desires to implement Water System Improvements under the general direction of the Texas Community Development Program-Small Towns Environment Program; and WHEREAS the County desires to engage Daniel & Brown Inc. to render certain services in connection with its Water System Improvements.

NOW THEREFORE, the parties do mutually agree as follows:

#### 1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of Daniel & Brown Inc. shall commence on January 2015. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Daniel & Brown Inc. by the County and its agencies. No charge will be made to Daniel & Brown Inc. for such information and the County and its agencies will cooperate with Daniel & Brown Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 35,000.00. Payment to Daniel & Brown Inc. shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification - Daniel & Brown Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 6. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

COUNTY OF: Hunt FIRM: Daniel & Brown Inc.

BY: John Horn County Judge BY: Eddy W. Daniel, P.E.  
Eddy W. Daniel, P.E. - President

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

**PART II**  
**PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES**

The Engineering Firm shall render the following services necessary for the development of the project:

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 90 days of contract execution.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
7. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Agriculture - Office of Rural Affairs (TDA - ORA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
10. Ensure 10-day call is submitted to confirm prevailing wage decision issued by TxCDBG.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish Construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TCDBG and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to

- the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
  26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
  27. Conduct interim/final inspections.
  28. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
  29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

#### CONSTRUCTION CONTRACTS AND SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.
2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Grant Recipient.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TxCDBG and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Grant Recipient including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:

The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.

  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
  - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
  - a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Grant Recipient, TxCDBG, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Grant Recipient has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Grant Recipient in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Grant Recipient and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Grant Recipient shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Grant Recipient under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Grant Recipient, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

**PART III -- PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

Grant Recipient shall reimburse Daniel & Brown Inc. for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Grant Recipient.	20%
• Approval of plans and specifications by Regulatory Agency (ies).	45%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking	5%
• Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient.	5%
• Completion of final inspection and acceptance by the Grant Recipient.	5%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Engineering/Architectural Scope of Services. **No more than 50% of the engineering budget shall be paid prior to construction.**

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ 105.00
Survey Crew (3 members)	\$ 150.00
Project Engineer	\$ 125.00
Engineering Technician	\$ 75.00
Project Representative	\$ 55.00
Draftsman	\$ 55.00

The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars (\$ 10,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of N/A and No/100 Dollars (\$ N/A).
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a Five percent ( 5 ) % overhead charge. All fees for testing shall not exceed a total of Five Thousand and No/100 Dollars (\$ 5,000.00).
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

**PART IV  
TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.  
  
Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Firm, and the County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the County from the Firm is determined.
2. Termination for Convenience of the County. The County may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Firm. If the Contract is terminated by the County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto: Provided, however, that claims for money by the Firm from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
6. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.



10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers
  - a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a County. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
20. Primary Contact. The Client's contact person with the Consultant shall be the Shady Grove WSC - Manager.

STATE OF TEXAS §  
§  
COUNTY OF HUNT §

FILED FOR RECORD  
at 10:50 o'clock A M

NOV 25 2014

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By J. Lindenzweig

**RESOLUTION # 13,498**

**A RESOLUTION TO ADD OPTIONAL WORKERS' COMPENSATION  
COVERAGE**

**WHEREAS, HUNT COUNTY** has entered into a contract with Texas Association of Counties (TAC) for coverage of County personnel under the TAC Risk Management Pool, hereinafter called the Pool; and

**WHEREAS**, the basic contract with the TAC Pool affords coverage for regular county employees, but provides for optional wider coverage by election of Commissioners' Court; and

**WHEREAS**, it is the desire and intent in Commissioners' Court that

- Volunteers – Firefighters
- Volunteers – Law Enforcement

be afforded coverage under the Pool.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Commissioners' Court of Hunt County that the following order was adopted: Volunteer Firefighters and Volunteer Law Enforcement will be included for Workers' Compensation benefits under the County's contract with Texas Association of Counties Risk Management Pool.

**ADOPTED** this 25<sup>th</sup> day of November, 2014.

[Signature]  
Commissioner Evans

[Signature]  
Commissioner Atkins

[Signature]  
Judge Horn

absent  
Commissioner Martin

[Signature]  
Commissioner Latham

Attest:

[Signature]  
County Clerk



# 13, 506

FILED FOR RECORD  
at 10:50 o'clock       M

NOV 25 2014

JENNIFER L. INDENZWEIG  
County Clerk  
Hunt County, Tex.  
*Jennifer L. Indenzweig*

**INTERLOCAL AGREEMENT BETWEEN  
HUNT COUNTY TEXAS AND CAMPBELL INDEPENDENT SCHOOL DISTRICT**

This **INTERLOCAL AGREEMENT** ("Agreement") by and between **HUNT COUNTY, TEXAS**, a political subdivision of the State of Texas ("County"), and **CAMPBELL INDEPENDENT SCHOOL DISTRICT**, an Independent School District of the State of Texas ("CISD"), is entered effective as of the date signed by the both parties. ("Effective Date")

**A.**

**CONTRACTUAL RECITALS AND  
STATEMENT OF PURPOSE**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

**WHEREAS**, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the grading of an oval dirt track, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Hunt County and the Campbell Independent School District School Board; and

**WHEREAS**, County provides these services to the citizens of County, and has the capacity to service the needs of CISD; and

**WHEREAS**, County and CISD have investigated and determined that it would be advantageous and beneficial to both CISD and to County and its inhabitants for County to provide grading of the oval dirt track to CISD; and

**WHEREAS**, CISD wishes to engage County to grade the oval dirt track on behalf of the CISD, and the CISD desires to engage County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to the CISD and to the people of Hunt County, Texas, including but not limited to the benefit of fostering public safety; and

**WHEREAS**, the governing bodies of the CISD and County desire to foster good-will and cooperation between the two entities; and

**WHEREAS**, CISD and County deem it to be in the best interest of both entities to enter into this Agreement relative to the grading of the oval dirt track and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, CISD and County agree as follows:

**B.  
DEFINITIONS**

1. **“Property”** means the oval dirt track located on CISD property, and which is the subject of this Agreement.
2. **“Services”** means the grading of the Property that County will perform using County equipment.

**C.  
SERVICES TO BE PERFORMED**

CISD agrees to engage County to grade the oval dirt track located on CISD’s property, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

**D.  
COVENANTS**

1. Pursuant to the Interlocal Cooperation Act, Texas Government Code 791, the County agrees to provide personnel and equipment at its own expense to assist in the grading of an oval dirt tract located within the territorial limits of Campbell Independent School District.
2. The parties intend that the County in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The County shall not be considered an agent, employee, or borrowed servant of CISD.
3. For and in consideration of this agreement by the County, CISD agrees to provide all warning and safety signs and other protections as required when such work is being performed by the County.
4. CISD acknowledges and understands that the County makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after the County performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after the County performs the Services. CISD's or other persons’ presence and activities on the premises during the performance of Services may expose both CISD and CISD's property, as well as the other persons and their property, to dangerous conditions, risks and hazards. CISD acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for the Services provided by County.

5. CISD realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after the County performs the Services. CISD agrees and understands that County assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property.

6. CISD AGREES TO RELEASE AND HOLD THE COUNTY HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE ANY PERSON OR ENTITY, INCLUDING CISD, SUSTAINS WHILE ON THE PROPERTY. CUMULATIVE OF THE FOREGOING, CISD AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, INJURIES, COSTS OR EXPENSES OF WHATEVER KIND OR NATURE, INCLUDING COST OF LITIGATION, ATTORNEYS' FEES AND REASONABLE EXPENSES IN CONNECTION THEREWITH, FOR INJURY TO ANY PERSON WHILE ON THE PROPERTY AND/OR FOR DAMAGE TO OR LOSS OF ANY PERSON'S PROPERTY WHILE ON THE PROPERTY, WHETHER OR NOT SUCH ACTION, CLAIM, DEMAND, LOSS, INJURY OR DAMAGE CLAIM SHALL BE VALID OR GROUNDLESS, AND WHETHER OR NOT IT WAS CAUSED BY THE COUNTY'S NEGLIGENT OR GROSSLY NEGLIGENT CONDUCT. THE TERM "INJURY" AS USED HEREIN ALSO COVERS DEATH. THE RELEASE AND INDEMNIFICATION PROVISIONS OF THIS PARAGRAPH ARE BINDING UPON THE CISD AND THE CISD'S RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES OR ASSIGNS. THE RELEASE AND INDEMNIFICATION PROVISIONS OF THIS PARAGRAPH COVER ALL CLAIMS FOR WRONGFUL DEATH UNDER THE TEXAS CIVIL PRACTICE AND REMEDIES CODE. THE RELEASE AND INDEMNIFICATION PROVISIONS OF THIS PARAGRAPH ARE BINDING FOR ANY AND ALL ACTS CAUSED INTENTIONALLY OR NEGLIGENTLY BY COUNTY OR CISD FOR ANY TYPE OF DAMAGE RESULTING FROM THE SERVICES PERFORMED BY COUNTY.

7. CISD EXPRESSLY AGREES TO RELEASE AND INDEMNIFY COUNTY FROM AND AGAINST THE CONSEQUENCES OF COUNTY'S CONDUCT AND/OR SERVICES PERFORMED, WHETHER OR NOT THE CONDUCT IS NEGLIGENT OR GROSSLY NEGLIGENT, WHETHER OR NOT THE NEGLIGENCE IS ACTIVE OR PASSIVE, AND WHETHER SUCH NEGLIGENCE IS THE SOLE CAUSE OR A PROXIMATE CAUSE OCCURRING JOINTLY AND CONCURRENTLY WITH THE CISD OR WITH OTHERS. CISD FURTHER COVENANTS AND AGREES THAT CISD SHALL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST THE COUNTY OR COUNTY'S RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES OR ASSIGNS.

8. County shall provide written approval for the Project in a separate document from this Agreement (the "**Resolution**") that describes the Project's type and location, in accordance with Texas Government Code § 791.014.

## E. TERM

The County shall have a reasonable amount of time to perform the Project. The provisions, covenants, conditions and indemnities contained in this Agreement shall survive the term of CISD's or other persons' entry onto the Property.

**F.  
CONDITIONS**

If payment becomes required for the services provided by County, then CISD shall pay for these services from the current revenues available to CISD as required by Texas Government Code § 791.011. AT no time will the County ever be liable for any payment to CISD.

**G.  
SEVERABILITY**

If any one or more of the provisions of this Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

**H.  
ENTIRE AGREEMENT OF THE PARTIES**

This Agreement constitutes the entire agreement and understanding of the parties and/or their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by County and CISD and/or their representatives.

**I.  
AMENDMENTS, SUPPLEMENTS, ETC.**

This Agreement maybe amended, modified, and/or supplemented only in a written agreement signed by both parties.

**J.**  
**BINDING EFFECT**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**K.**  
**GOVERNING LAW**

This Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in Hunt County, Texas.

**L.**  
**NO THIRD-PARTY BENEFICIARIES**

Nothing herein shall be construed to create any rights in third parties.

**M.**  
**FULL UNDERSTANDING AND AGREEMENT**

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL AGREEMENT AND RELEASE (INCLUDING EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY, AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT AND RELEASE, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

**N.**  
**NOTICES**

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to County shall be sufficient if made or addressed to the office of the County Judge, 2500 Lee St., Greenville, Texas 75401. Notice to CISD shall be sufficient if made or addressed to the office of the Superintendent, 480 N. Patterson, Campbell, Texas 75422.

**O.**  
**EXECUTION AND EFFECTIVE DATE**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on

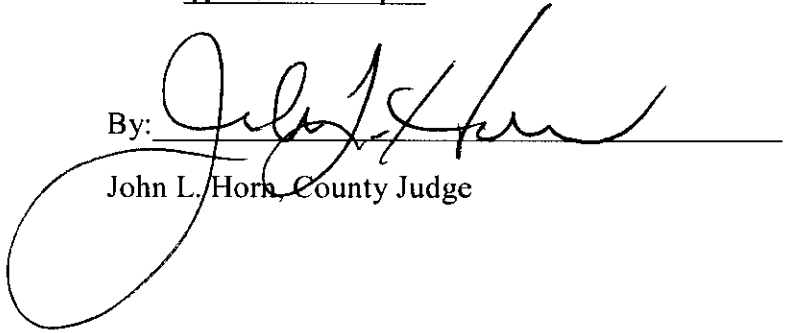


behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

**COUNTY**

Date: 11-25-2014

By:  \_\_\_\_\_  
John L. Horn, County Judge

**CISD**

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

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

\_\_\_\_\_, School Board President

FILED FOR RECORD  
at 10:50 o'clock A M

NOV 25 2014

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

RESOLUTION # 13, 5D6e

**A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH CISD FOR GRADING AN OVAL DIRT TRACT LOCATED ON CAMPBELL INDEPENDENT SCHOOL DISTRICT PROPERTY.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

**WHEREAS**, County and CISD have investigated and determined that it would be advantageous and beneficial to both CISD and to County and its inhabitants for County to provide grading of the oval dirt track to CISD; and

**WHEREAS**, CISD wishes to engage County to grade the oval dirt track on behalf of the CISD, and the CISD desires to engage County to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to the CISD and to the people of Hunt County, Texas, including but not limited to the benefit of fostering public safety; and

**WHEREAS**, the governing bodies of the CISD and County desire to foster good-will and cooperation between the two entities; and

**WHEREAS**, CISD and County deem it to be in the best interest of both entities to enter into the Interlocal Agreement relative to the grading of the oval dirt track; and

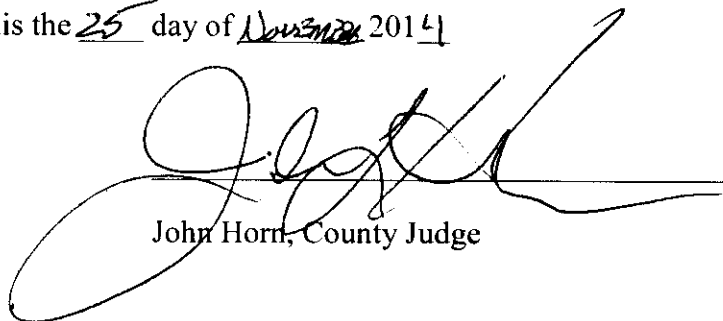
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:**

**SECTION 1.** Hunt County may enter into an Interlocal Agreement between Hunt County and Campbell Independent School District for County to grade the oval dirt track located on Campbell Independent School District's property.

**SECTION 2.** That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the Hunt County Commissioners Court of the County of Hunt, Texas, hereby declares it would have enacted such remaining portions, despite such invalidity.

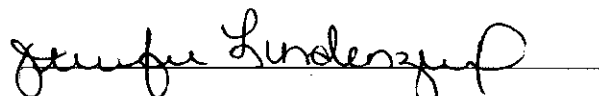
**SECTION 3.** This Resolution shall be in full force and effect from and after 11-25, 2014.

PASSED AND APPROVED, this the 25 day of November 2014



John Horn, County Judge

**ATTEST:**



Jennifer Lindenzweig, County Clerk

**APPROVED AS TO FORM:**

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Daniel W. Ray, Civil County Attorney

JAN 12 2015

RESOLUTION # 13, 506e

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

**A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH CISD FOR GRADING AN OVAL DIRT TRACT LOCATED ON CAMPBELL INDEPENDENT SCHOOL DISTRICT PROPERTY.**

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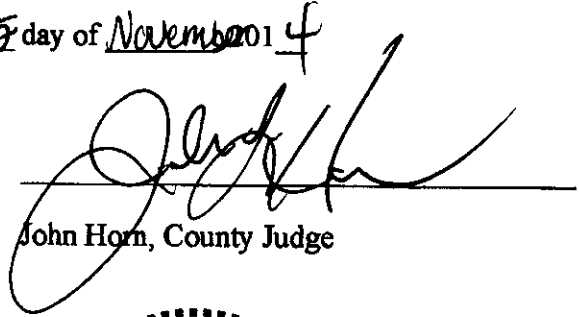
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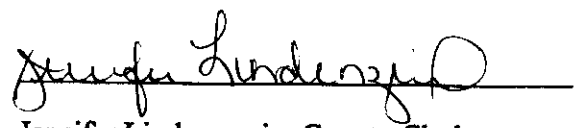
**PASSED AND APPROVED**, this the 25 day of November 2014



\_\_\_\_\_

John Horn, County Judge

**ATTEST:**




\_\_\_\_\_

Jennifer Lindenzweig, County Clerk



**APPROVED AS TO FORM:**



\_\_\_\_\_

Daniel W. Ray, Civil County Attorney

JAN 12 2015

# 13,506

**INTERLOCAL AGREEMENT BETWEEN  
HUNT COUNTY TEXAS AND CAMPBELL INDEPENDENT SCHOOL DISTRICT**

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

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**CONTRACTUAL RECITALS AND  
STATEMENT OF PURPOSE**

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DEFINITIONS**

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**C.  
SERVICES TO BE PERFORMED**

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COVENANTS**

1. Pursuant to the Interlocal Cooperation Act, Texas Government Code 791, the County agrees to provide personnel and equipment at its own expense to assist in the grading of an oval dirt tract located within the territorial limits of Campbell Independent School District.

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SEVERABILITY**

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**H.  
ENTIRE AGREEMENT OF THE PARTIES**

This Agreement constitutes the entire agreement and understanding of the parties and/or their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by County and CISD and/or their representatives.

**I.  
AMENDMENTS, SUPPLEMENTS, ETC.**

This Agreement maybe amended, modified, and/or supplemented only in a written agreement signed by both parties.

**J.  
BINDING EFFECT**

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

**K.  
GOVERNING LAW**

This Agreement shall be construed in accordance with the governing laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in Hunt County, Texas.

**L.  
NO THIRD-PARTY BENEFICIARIES**

Nothing herein shall be construed to create any rights in third parties.

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FULL UNDERSTANDING AND AGREEMENT**

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NOTICES**

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**O.  
EXECUTION AND EFFECTIVE DATE**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

**EXECUTED** by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

**COUNTY**

Date: 11/25/2014

By: 

John L. Horn, County Judge

**CISD**

Date: 12/16/14

By: Jen French

Jen French, School Board President