



Hunt County Fair Association Inc.

9800 Jack Finney Blvd

PO Box 1403

Greenville, TX 75403-1403

(903)454.1503

13,530

**Construction Projects
2012-2013**

FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015

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

1. New Livestock Office	\$25,000.00
a. New 12'x24'x10'	
b. Heat + Cool Live Stock Office	
c. Labor + Material	
2. Upgrade water & electric in R.U. area	\$14,000.00
3. Upgrade electrical panels on main road for concessionaires.	\$12,000.00
Total Spent 2012-2013	\$51,000.00



Hunt County Fair Association Inc.

9800 Jack Finney Blvd

PO Box 1403

Greenville, TX 75403-1403

(903)454.1503

Construction Projects 2013-2014

1. Front office exterior remodel	\$10,000.00
a. New windows	
b. Repair siding	
c. Teller window	
d. New A/C unit	
2. Drain repair at front office	\$8,500.00
a. Concrete trough with bar grating	
3. Pig Barn bleacher	\$18,500.00
a. Demo bleachers	
b. Install new aluminum bleachers	
4. New A/C cages to protect theft of A/C	\$9,000.00
5. Central bathroom remodel	\$30,000.00
a. Demo the entire bathroom + stalls	
b. Install new stall partitioning	
c. New sink, urinals, & toilet	
d. New soap, paper towel, & toilet paper dispensers	
e. Tile floors	
f. Frame exterior walls & insulate	
g. Install FRP on all exterior walls & insulation	
h. Heat & Cool (Bathroom)	
Total Spent 2013-2014	\$76,000.00

Double R Utilities, Inc.

466 Poetry Road
 Royse City, TX 75189
 (972)772-9060 Fax (972)772-9075

BID PROPOSAL

Date: 12/12/14

Rafter P Construction
 9201 Wesley Street, Suite B
 Greenville, TX 75402

Reference Project: HCFA - Water & Sewer Improvements
 Greenville, TX

Quantities and Prices:

Item	Quantity	Unit Price	Total
Sanitary Sewer			
1 6" SDR-35 PVC w/ Rock & Sand Embed.	550 LF @	\$ 35.00	\$ 19,250.00
2 4" SDR-35 PVC w/ Rock & Sand Embed.	1980 LF @	19.00	37,620.00
3 4' Diameter Manhole (< 8 VF)	2 EA @	2,900.00	5,800.00
4 4" End of Main Line Cleanout	2 EA @	950.00	1,900.00
5 4" End of Lateral Cleanout at Stubouts	13 EA @	965.00	12,545.00
6 4" In-Line Lateral Cleanout	5 EA @	600.00	3,000.00
7 Pressure Test	1068 LF @	0.75	801.00
8 Trench Safety	2530 LF @	2.00	5,060.00
9 Television Inspection	550 LF @	1.00	550.00
10 Connect To Existing SS Lateral	5 EA @	1,250.00	6,250.00
11 Connect To Existing Manhole	2 EA @	1,388.00	2,776.00
12 Open Cut Driveway for 6" Sewer	90 LF @	20.00	1,800.00
13 Open Cut Walkway/Street for 4" Sewer	160 LF @	15.00	2,400.00
TOTAL SANITARY SEWER AMOUNT			\$ 99,752.00

Item	Quantity	Unit Price	Total
Water			
1 2" SDR-21 CL.200 PVC	4464 LF @	\$ 6.00	\$ 26,784.00
2 1" Poly Tubing	190 LF @	5.00	950.00
3 2" Square Nut Gate Valve w/ Valve Stack	27 EA @	480.00	12,960.00
4 2" MJ Tee w/ Retaining Glands	15 EA @	275.00	4,125.00
5 2" MJ Cap w/ Retaining Glands	8 EA @	220.00	1,760.00
6 3/4" Frost Free Hydrant Assembly	35 EA @	492.00	17,220.00
7 Bore Under Paving/Walkway	270 LF @	10.00	2,700.00
8 Connect To Existing Meter	2 EA @	1,120.00	2,240.00
9 Connect To Existing 1" Water	5 EA @	1,200.00	6,000.00
10 Concrete Thrust Blocking	1 LS @	522.00	522.00
11 Trench Safety	4654 LF @	0.10	465.40
TOTAL WATER AMOUNT			\$ 75,726.40

Item	Quantity	Unit Price	Total
Miscellaneous			
1 Mobilization	1 LS @	\$ 2,900.00	\$ 2,900.00
2 Maintenance Bond	1 LS @	1,000.00	1,000.00
TOTAL MISCELLANEOUS AMOUNT			\$ 3,900.00
TOTAL BID AMOUNT			\$ 179,378.40

This bid was prepared from unapproved plans. Inclusions: labor, material, equipment, insurance and supervision to install water and sanitarysewer per plans, mechanical soil compaction, and stock piling of excess spoils. Exclusions: engineering, permit, or inspection fees, air relief valve,

Double R Utilities, Inc.

466 Poetry Road

Royse City, TX 75189

(972)772-9060 Fax (972)772-9075

BID PROPOSAL

rock excavation, haul off excess spoils, soil compaction testing, materials testing, any grade-to-drain, any survey/layout, landscape replacement, any paving replacement, erosion control/inlet, SWPPP, brush/tree clearing, any sodding/seeding, flumes, conflicts w/ existing utilities, backflow protection, sewer re-test, or re-mobilization.



Jeff Lawrence
Project Manager

CERTIFICATE of COURSE COMPLETION

Public Information Act

I, **JENNIFER LINDENZWEIG, HUNT COUNTY CLERK**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 2nd day of January, 2015.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 15-193979P

#13,531(1)
FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015

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

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **JENNIFER LINDENZWEIG, HUNT COUNTY CLERK**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 2nd day of January, 2015.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 15-193969M

#13,531(2)
FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015

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

13,537

FILED FOR RECORD
at 1:20 o'clock P M

SOFTWARE LICENSE AGREEMENT

JAN 13 2015

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

This Software License Agreement ("License Agreement") is made and entered into by KOFI SYSTEMS, INC., a Texas corporation ("Kofile"), located at 6300 Cedar Springs Road, Dallas, Texas 75235 and HUNT COUNTY, TEXAS, a governmental entity ("County") located at, 2507 Lee St. Suite 201, Greenville, Texas 75401, referred to herein individually as Party and collectively as Parties.

WHEREAS, Kofile owns or licenses the intellectual property to certain computer software products ("Products") from which Kofile and its third party vendor(s) derive substantial independent economic value; and

WHEREAS, Kofile desires to supply County with licensing rights to said Products under the terms and conditions set forth in this License Agreement; and

WHEREAS, Kofile further desires to supply County with related system and services under a separate Agreement for Records Management and Imaging System to be negotiated by and between the Parties (the "System and Services Agreement"); and

WHEREAS, County desires to obtain licensing for the use of the defined computer software Products and access to related services covered under the Kofile-owned copyrights, trademarks, trade names, patents and intellectual property rights;

NOW, THEREFORE, Kofile and County agree as follows:

1. **Term.** The license granted pursuant to this License Agreement becomes effective upon full execution of both (1) this License Agreement, and (2) the related Systems and Services Agreement between the Parties. This License Agreement shall remain in effect for as long as the associated System and Services Agreement remains in effect, unless terminated pursuant to Section 7 of this License Agreement. Upon termination of this License Agreement (the "Termination Date"), the license and all rights granted to County under this License Agreement shall immediately cease and County shall immediately:
 - (a) Return the Licensed Software to Kofile, including all associated documentation;
 - (b) Purge all copies of the Licensed Software and any portions thereof from all CPUs and storage media and devices on which County has placed or allowed others to place the Licensed Software, and
 - (c) Certify to Kofile in writing that County has complied with its obligations under this Section.

2. **License Granted.** Subject to the terms and conditions contained in this License

Agreement, Kofile grants County a nonexclusive, nontransferable, revocable, fully paid-up (until the Termination Date) license to use the software listed in Attachment A (hereinafter the "Licensed Software"). This license authorizes County to use, store, transmit or display the Licensed Software solely for its own internal business purposes. County shall not use the Licensed Software other than as provided in this License Agreement. Kofile shall own all rights and title to the Licensed Software provided by Kofile under this License Agreement, and Kofile reserves all rights not expressly granted to County in this License Agreement. County recognizes that the Licensed Software provided by Kofile to the County is subject to the proprietary rights of Kofile and its third party vendor(s). The County further understands that operator manuals, training aids, and other written materials for such Kofile Licensed Software are subject to the Copyright Act of the United States.

3. **Prohibition against Assignment.** County may not sublicense, rent, lease, lend, or otherwise assign County's rights to the Licensed Software.
4. **Limitation on Reverse Engineering, Decompilation, Derivative Works and Disassembly.** County shall not (1) create or allow any other person or entity to create any derivative work or product based on or derived from the Licensed Software, or related data models or documentation, or (2) modify the Licensed Software, or any related data models, or documentations, without the prior written consent of Kofile. Customer may not reverse engineer, decompile, or disassemble the Licensed Software except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
5. **Termination.** Without prejudice to any other rights, Kofile may cancel this License Agreement if County (1) does not abide by the terms and conditions of this License Agreement, (2) terminates or otherwise decides not to renew the System and Services Agreement, or (3) fails to comply with any material obligations under the related Service Agreement between the Parties. County may terminate this License Agreement at any time with 30-days prior written notice to Kofile. Any payments made to Kofile under this Agreement or the System and Services Agreement shall be retained by Kofile upon any such termination.
6. **Export Restrictions.** County acknowledges that the Products are of U.S. origin. County agrees to comply with all applicable international and national laws that apply to the Licensed Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and other governments.
7. **Non-Disclosure.** County acknowledges that the Licensed Software and associated documentation contains proprietary, trade secret and confidential information belonging to Kofile. All rights, title and interest held by Kofile in the Licensed Software and all updates thereto and copies thereof, including translations or

compilations or partial copies, are reserved to and will at all times remain with Kofile. County shall not (i) disclose the Licensed Software Products or the ideas, techniques and concepts contained therein to any third party without the prior written consent of Kofile, or (ii) copy the Licensed Software or any portion thereof except as specified in this License Agreement. County agrees to hold the Licensed Software in confidence, to maintain the licensed software Products in a secure environment and take all reasonable precautions to maintain security in order to prevent unauthorized use or disclosure. The County shall inform its employees having access to the licensed Software of the County's limitations, duties and obligations regarding nondisclosure and copying of the Licensed Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of Kofile in the Licensed Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of Kofile. County shall maintain accurate records of the number and location of all copies of the licensed software and shall promptly provide a current listing to Kofile upon request.

8. General Provisions.

(a) County acknowledges that the provisions of this License Agreement concerning limitations of liability and non-disclosure will survive any termination of this License Agreement. County further acknowledges that in the event of County's breach of the non-disclosure provisions Kofile would suffer irreparable harm and would have no adequate remedy without injunctive or other equitable relief.

(b) The Licensed Software may contain license protection programs. If there is any unauthorized use, as defined below, of the Licensed Software, such license protection programs will limit access to the Licensed Software. Unauthorized use is (i) the use of the Licensed Software within an unauthorized environment (i.e. an environment other than the designated environment set forth in the System and Services Agreement), (ii) the use of the Licensed Software by an unauthorized person, (iii) the use of the Licensed Software following the Termination Date, (iv) any reverse compiling or reverse engineering of the Licensed Software, or (v) any attempt to disable the Licensed Software protection programs.

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this License Agreement.

KOFILE SYSTEMS, INC.

COUNTY

By Wesley P. Horn

By John L. Horn

Name Wesley P. Horn

Name John L. Horn

Title Vice President Sales

Title Horn County Judge

Date 1-13-2015

Date 1-13-2015

Attachment A

Software Description

Name of Software	Description
VANGUARD	RECORDS MANAGEMENT AND IMAGING SYSTEM

ATTACHMENT A

AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM

This Agreement for Records Management and Imaging System ("Agreement") is entered into by and between **KOFILE SYSTEMS, INC.**, A Texas corporation ("Kofile"), with offices located at 6300 Cedar Springs, Dallas, Texas 75235, and **HUNT COUNTY, TEXAS**, a government entity ("County"), with offices located at Hunt County 2507 Lee St., Suite 201, Greenville, TX 75401 Kofile and Client (each individually a "party" and collectively the "parties") agree as follows:

1. TERM

This Agreement will become effective on the date of full execution by the parties (the "Effective Date") and shall continue for a period of three (3) years, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term"). At the end of the Term, the parties agree that this Agreement may be renewed for two (2) additional 1 periods of one (1) year each (with each such period an "Extended Term"), subject to the termination provisions of this Agreement.

2. SYSTEM AND SERVICES

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, Kofile will provide County with Records Management and Imaging System, comprising information technology products, software and materials (collectively, the "System"), and the related services ("Services") described in the Statement of Work, annexed hereto as Schedule A.

3. PAYMENT

County agrees to pay Kofile for the System and Services provided. Kofile shall submit an invoice to County for each payment due, and County agrees to pay each invoice within thirty (30) calendar days after receipt of invoice and based upon County's receipt and acceptance of System components and or Services provided by Kofile. The date of payment shall be the date the check is mailed, as evidenced by the postmark.

Invoices shall be mailed to: Hunt County Auditor's Office, P.O. Box 2055, Hunt, Texas 76202. Invoices shall show: (i) name and address of KOFILE, (ii) detailed breakdown of all charges for the services or products delivered stating any applicable period of time, and (iii) County purchase order number, if applicable.

Kofile will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Kofile will support a request for reimbursement of expenses (other than *per diem* allowances) with receipts or other reasonable documentation.

County may, upon its request, audit any and all work or documentation necessary to support vendor invoices relating to materials and/or services provided. Kofile shall maintain its books and records relating to material and/or services provided for a period of five (5) years after termination or expiration of services.

4. SALES AND USE TAXES

If County is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the County under to this Agreement. Kofile may be considered a limited agent of the County for the sole purpose of purchasing goods or services on behalf of the County without payment of taxes from which County is exempt. If Kofile is required to pay taxes by determination of a proper taxing authority having jurisdiction over the System components or Services provided under this Agreement, County agrees to reimburse the Kofile for payment of those taxes.

5. DELIVERY AND ACCEPTANCE

Kofile will arrange for delivery of the appropriate System components to the County installation site(s). Shipment of the hardware shall be F.O.B. to the receiving point at each installation site. Kofile will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site.

6. CONFIDENTIALITY

With respect to information relating to County's business which is confidential and clearly so designated ("County Confidential Information"), Kofile will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Kofile which Kofile regards as confidential. However, Kofile shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Kofile's possession; (iii) is independently developed by Kofile, outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Kofile shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Kofile in the course of its services hereunder.

County agrees that Kofile's methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Kofile, which may be disclosed to the County, are confidential and proprietary information ("Kofile Confidential Information"). With respect to Kofile Confidential Information, the County shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which County regards as confidential. However, County shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in County's possession; (iii) is independently developed by the County outside the scope of this Agreement and without any reliance on Kofile Confidential Information; or (iv) is rightfully obtained from third parties.

Kofile and County shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Kofile's permitted subcontractors, or County's permitted consultants on a need-to-know basis, without the other party's prior written consent.

7. PRODUCT AND SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "Kofile Intellectual Property"). County understands and agrees that all Kofile Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of

Kofile. To the extent the System includes third-party software components provided by Kofile as part of the System, such third-party software will be subject to the provisions of the software licenses provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

Kofile and County shall enter into a separate software license agreement whereby Kofile will license to County certain rights to certain Kofile Intellectual Property as described in such agreement.

8. OWNERSHIP OF DATA

All County data, including real property records, shall remain the property of the County. The County data shall not be used by Kofile other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, subcontractors, invitees, or assigns, or any third party, in any respect. Kofile shall not delete or destroy any County data or media on which County data resides without prior, written, signed authorization of the County. At no cost to the County, Kofile shall, upon request, promptly return to the County, in the format and on the media in use as of the date of the request, any and all requested portions of any County data it may have in its possession or control.

9. RESPONSIBILITY FOR DATA BACKUP

Prior to Kofile providing the System, County shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, County will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any instructions for data back-up provided by Kofile.

10. PERFORMANCE STANDARDS AND SYSTEM WARRANTIES

Kofile warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to County under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Kofile; and (c) the System delivered by Kofile will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

The limited System warranty provided pursuant to clause "b" in the preceding paragraph shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Kofile; (ii) any System component that has been altered or modified by County or any third party that has not been authorized to do so in writing by Kofile; (iii) any System component that is damaged due to the negligence or misconduct of County or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Kofile; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, County shall give Kofile prompt written notice that identifies each defect with specificity. Kofile will investigate and verify each reported defect. Upon verification by Kofile of a reported defect, Kofile shall (as determined by Kofile in the sole discretion of Kofile) repair, replace, or otherwise correct each verified defect at no cost to County.

Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. KOFI FILE MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. KOFI FILE EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. INSURANCE

Before commencing work under this Agreement, Kofile shall furnish to the Hunt County Director of Purchasing evidence showing the following insurance coverage to be in force:

(i) Worker's Compensation in accordance with State Territorial Worker's Compensation Laws, and Employer's Liability Insurance; (ii) Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions fully insuring Kofile's liability for injury to, or death of, County employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00; and (iii) Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Kofile will provide evidence of coverage on a standard ACORD form certificate of insurance. Insurer shall be required to provide County with a notice by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

12. RISK OF LOSS OR DAMAGE TO HARDWARE

Kofile will bear the risk of loss or damage to any System component while in transit to County installation site(s). County will bear all risk of loss or damage to any System component after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Kofile, its employees, agents, or representatives.

13. LIMITATIONS OF LIABILITY

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO KOFI FILE HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY COUNTY TO KOFI FILE DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

14. TERMINATION OF AGREEMENT

If Kofile materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by County shall be effective upon delivery of final payment to Kofile of all sums due under this Agreement to the effective date of the termination. County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

If County materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Kofile may terminate this Agreement for breach. Termination by Kofile shall be effective upon written notice to County. County agrees to discontinue use of all hardware, software, and other Kofile-owned materials no later than the effective date of termination and return the hardware, software, and other Kofile-owned materials to Kofile within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing thirty (30) calendar days written prior notice to the other party of the non-renewal of the Agreement.

This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Kofile if County has failed to receive funds for the continued procurement of the System or Services after every reasonable effort has been made by County to secure the necessary funding and if no substitute arrangement is made by County to obtain the same or similar System or Services from another source.

15. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Kofile and County are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Kofile shall not be restricted from providing systems or performing services for others and shall not be bound to County except as provided under this Agreement.

16. CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

17. INDEPENDENT CONTRACTOR

KOFILE shall be and remain an independent contractor throughout the Term and any Extended Term of this Agreement.

18. NOTICES TO PARTIES

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed

(first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

To Kofile:
Kofile Systems, INC.
6300 Cedar Springs
Dallas, TX 75235

To County:
Hunt County Purchasing Department
2507 Lee St., Suite 201
Greenville, Texas 75401

Attn: John Woolf, CFO

Telephone: 214-442-6668
Facsimile: 214-442-6669

Attn: Cheryl Blue
Telephone: 903-408-4148
Facsimile: _____

19. DISPUTE RESOLUTION

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Kofile and the County (or a representative of County who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

20. DEBARMENT

Kofile certifies that it is not on the federal government's list of suspended, ineligible or debarred contractors at the time of execution of this Agreement. If Kofile is placed on this list during the term of this Agreement, Kofile shall notify the Hunt County Director of Purchasing. False certification or failure to notify may result in termination of this Agreement for default.

21. HEADINGS

The section headings used in this Agreement are merely for reference and have no independent

legal meaning and impose no obligations or conditions on the parties.

22. SEVERABILITY

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

23. ASSIGNMENT

This Agreement shall be binding on the parties and each party's successors and assigns. Kofile may not assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement, except to a corporate parent, subsidiary, or affiliate of Kofile. Any other attempt to make an assignment without prior written consent of the County shall be void.

24. WAIVER OR FOREBEARANCE

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

25. INJUNCTIVE RELIEF

The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Kofile; or other breach by County may not be adequate for protection of KOFILE, and accordingly Kofile shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

26. CUMULATIVE REMEDIES

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

27. SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to

any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

28. GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction. This Agreement is performable in Hunt County, Texas.

29. ENTIRE AGREEMENT

The contents of this Agreement (including any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Kofile and the County have executed this Agreement.

Kofile Systems, Inc.

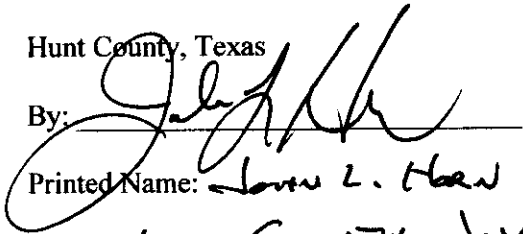
By: _____

Printed Name: John Woolf

Title: CFO

Date: _____

Hunt County, Texas

By:  _____

Printed Name: James L. Hawn

Title: Hunt County Justice

Date: 1-13-2015

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Kofile Systems, Inc.

By: John Woolf

Printed Name: John Woolf

Title: CFO

Date: 1-13-2015

Hunt County, Texas

By: [Signature]

Printed Name: James L. Hawn

Title: Hunt County Justice

Date: 1-13-2015

FILED FOR RECORD
at 4:34 o'clock P M

JAN 13 2015

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



HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

JOHN L. HORN
HUNT COUNTY JUDGE
AMANDA L. BLANKENSHIP
EXECUTIVE ASSISTANT
(903) 408-4146
(903) 408-4299 FAX

13,538

FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015

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

December 11, 2014

Texas Department of Transportation
Bradley L. Martin, P.E., Director of Operations
1365 N. Main
Paris, Texas 75460

RE: FY 2015 Assistance Allotment for Hunt County

Mr. Martin:

At this time, Hunt County respectfully requests assistance in accordance with 43TAC §29.3 for FY 2015. As indicated in your correspondence dated December 5, 2014, Hunt County has been allotted \$25,022.00 for assistance under this program.

In compliance with your request, this letter has been sent prior to the expiration of 45 days following receipt of the notification. Should you have any questions, or require further information regarding this matter, please feel free to contact my office at 903-408-4146.

Respectfully,

John L. Horn
John L. Horn
County Judge

cc: Eric Evans, Hunt County Commissioner, Precinct 1
Tod McMahan, Hunt County Commissioner, Precinct 2
Phillip Martin, Hunt County Commissioner, Precinct 3
Jim Latham, Hunt County Commissioner, Precinct 4

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW



P.O. BOX 2007
TYLER, TEXAS 75710-2007
TELEPHONE 903-597-7664
FAX 903-597-6298
www.pbfc.com

DAVID HUDSON
ATTORNEY AT LAW

#13,539

TAB BEALL
ATTORNEY AT LAW

December 29, 2014

HUNT COUNTY JUDGE
HUNT COUNTY COMMISSIONERS COURT
HUNT COUNTY COURTHOUSE
2507 LEE ST 2ND FLOOR
GREENVILLE TX 75401

FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *J. Lindenzweig*

RE: AGENDA REQUEST

Please place the following on your next agenda for consideration:
Consider acceptance of high bids received on Resale Properties as follows:

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R39980	DEZI & LISA HITE	\$1370.00

Property Description: Lot 9, Block 8, Anna S Becton Subdivision;
HCAD ADDRESS: 3600 BOURLAND

I have enclosed the resolutions, bid analysis, and the information we received from each Purchaser.

I recommend that these proposals be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved. Please call if you have any questions.

Very truly yours,

TAB BEALL

TB/sf
Enclosures

13,539

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in **CAUSE NO. TAX18116 Greenville ISD vs. Joyce Childs and Edgar C. Childs**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

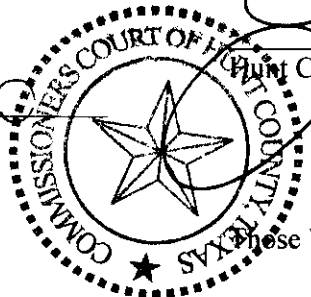
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **Dezi and Lisa Hite, 1906 Rosemary Street, Greenville, TX, 75401** for and in consideration of the cash sum of **ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS and 00/100 (\$1,370.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 13 day of January, 2015.

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
Hunt County Judge

Those Voting Aye Were:

Commissioner Evans
Commissioner Martin
Commissioner Lathan

Those Voting Nay Were:

FILED FOR RECORD
at 1:20 o'clock P M

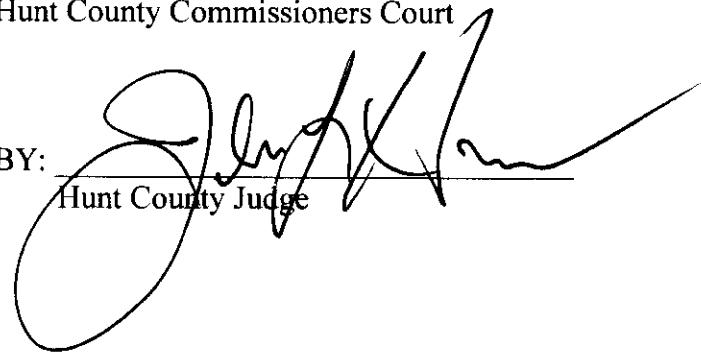
JAN 13 2015

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

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 13 day of January, 2015.

Hunt County Commissioners Court

BY: _____
Hunt County Judge

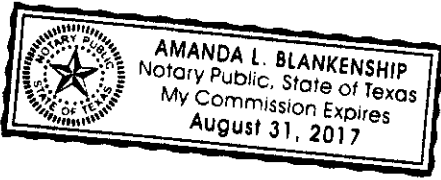


State of Texas {}
 {}
County of Hunt {}
 {}
 {}
 {}
 {}

This instrument was acknowledged before me on this the 13th day of

January, 2015 by John L. Horn

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.



Notary Public, State of Texas

EXHIBIT "A"

Property Description:

TRACT 1: BEING LOT 9, BLOCK 8, IN THE ANNA S. BECTON SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 565, PAGE 251, ON INSTRUMENT FILED MAY 10, 1999, AND CONSTABLES DEED RECORDED IN DOC # 2014-6668 FILED JUNE 5, 2014 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF GREENVILLE UNDER ACCOUNT NUMBER R39980.

Situs per Hunt County Appraisal District: 3600 BOURLAND ST GREENVILLE, TX 75401

#13,539

Date: 12-2-14

Subject: bid Pi # 39980 3600 Bourland

To. Purdue Brandon Feilder Collins & Mott

Attn. Stacey Fleming

FILED FOR RECORD
at 1:20 o'clock P M
JAN 13 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *[Signature]*

I Dezi Hite Sr at 1906 Rosemary St. Greenville Tx. PH# 903-274-9870 . Is offering a bid of \$1,370.00 for this property 39980 SUIT # 18116 (3600 Bourland St. Greenville Tx. 75401. We have lived here since 1983 and plan on staying.

I am the owner of the property adjacent to this property. I am homestead here. The Bourland street property is an interest to me and my wife for several reasons.

1. It is a condemned eye sore for the whole neighborhood.
2. It attracts illegal activity day and night.
3. It is a threat to our safety & security with people in and out of this property.

Our reason for bidding so low:

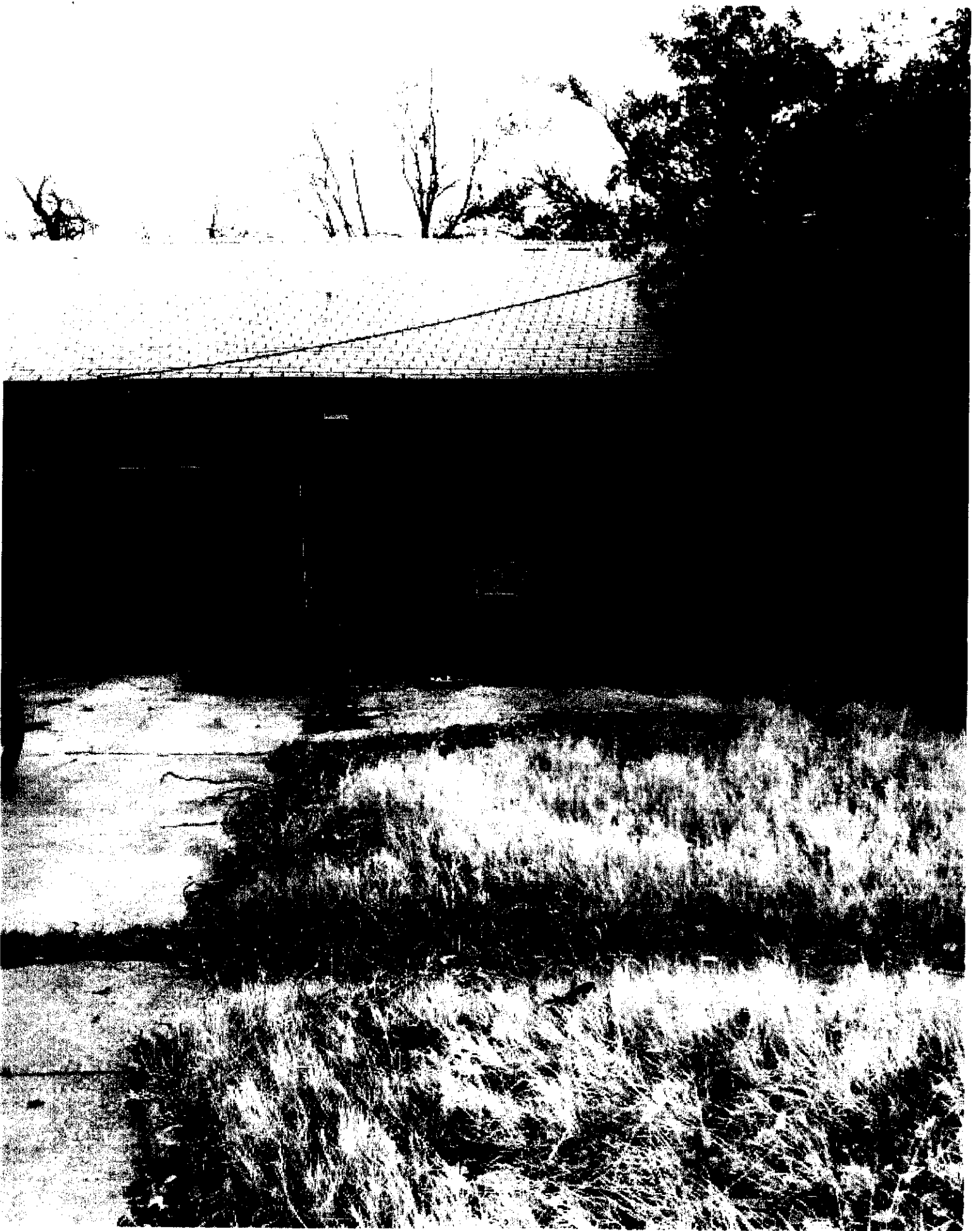
1. The cost to demo the property is estimated at about 5 to 6 thousand dollars.
2. If awarded the bid the price to demo will be next project for me.
3. Find lowest bider could cost time and money.
4. Plan is to Clean lot off not to rebuild.

I am asking you to honor this bid submitted and I thank you in advance!

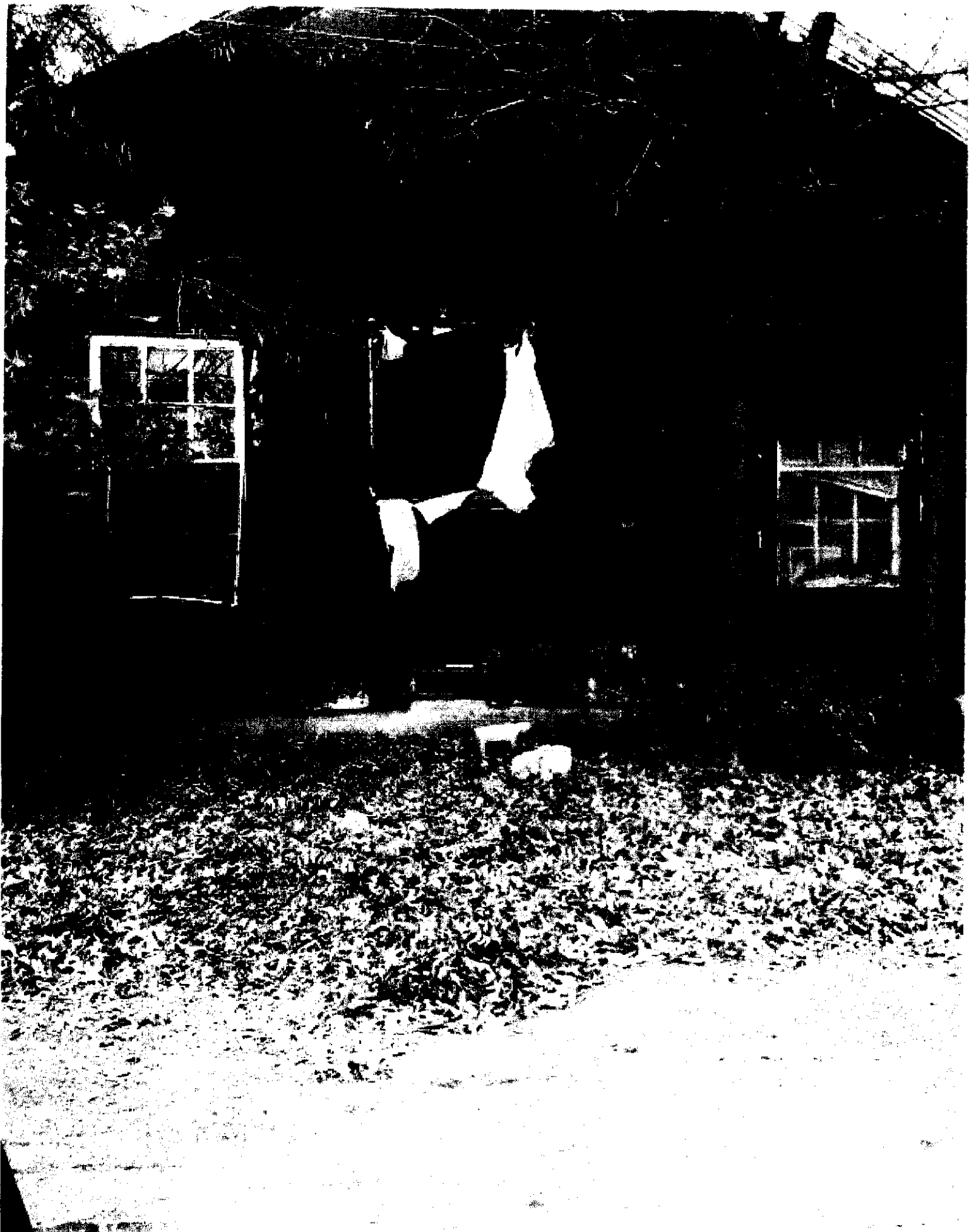
May God Bless each of you:

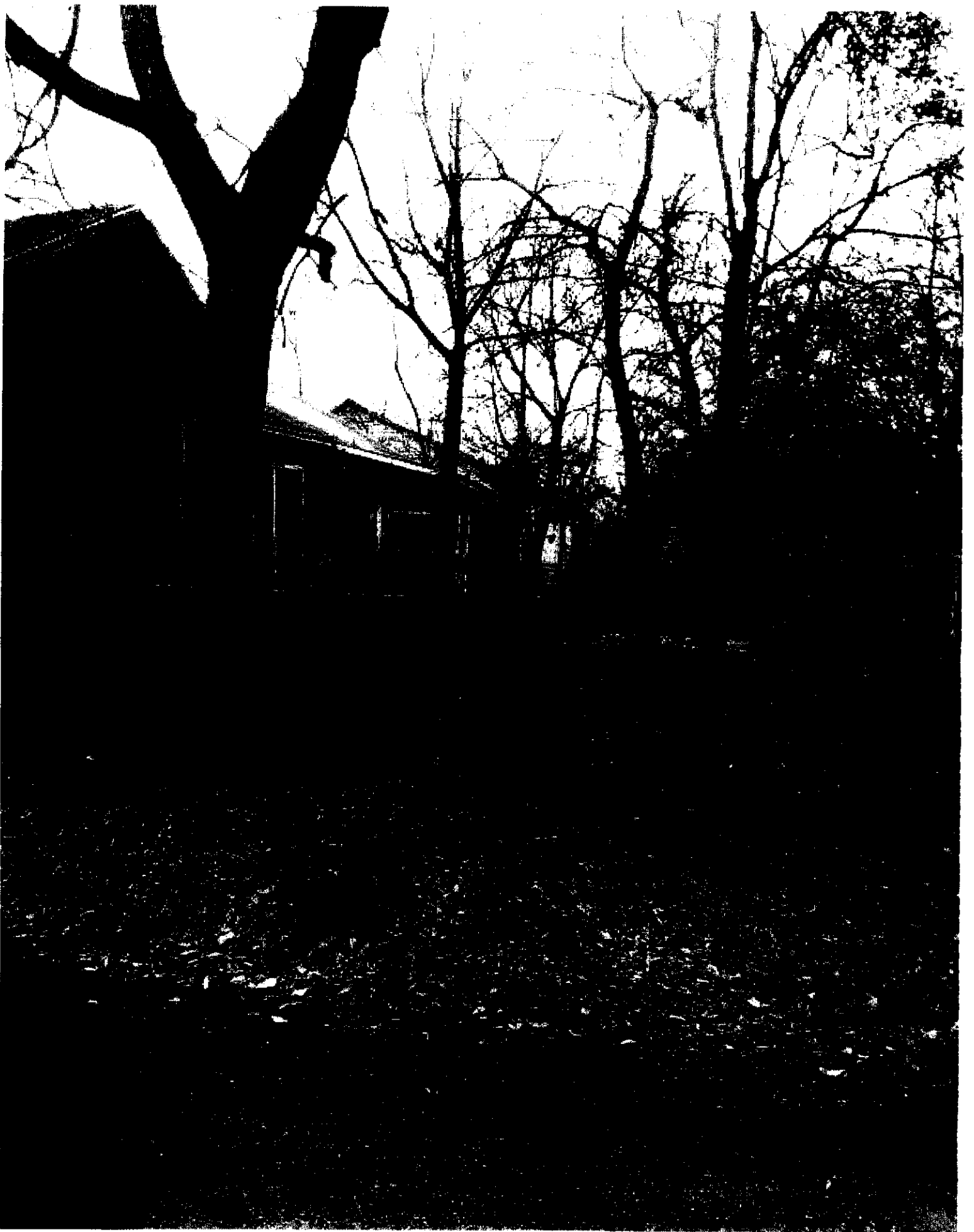
Pastor Dezi R. Hite Sr.

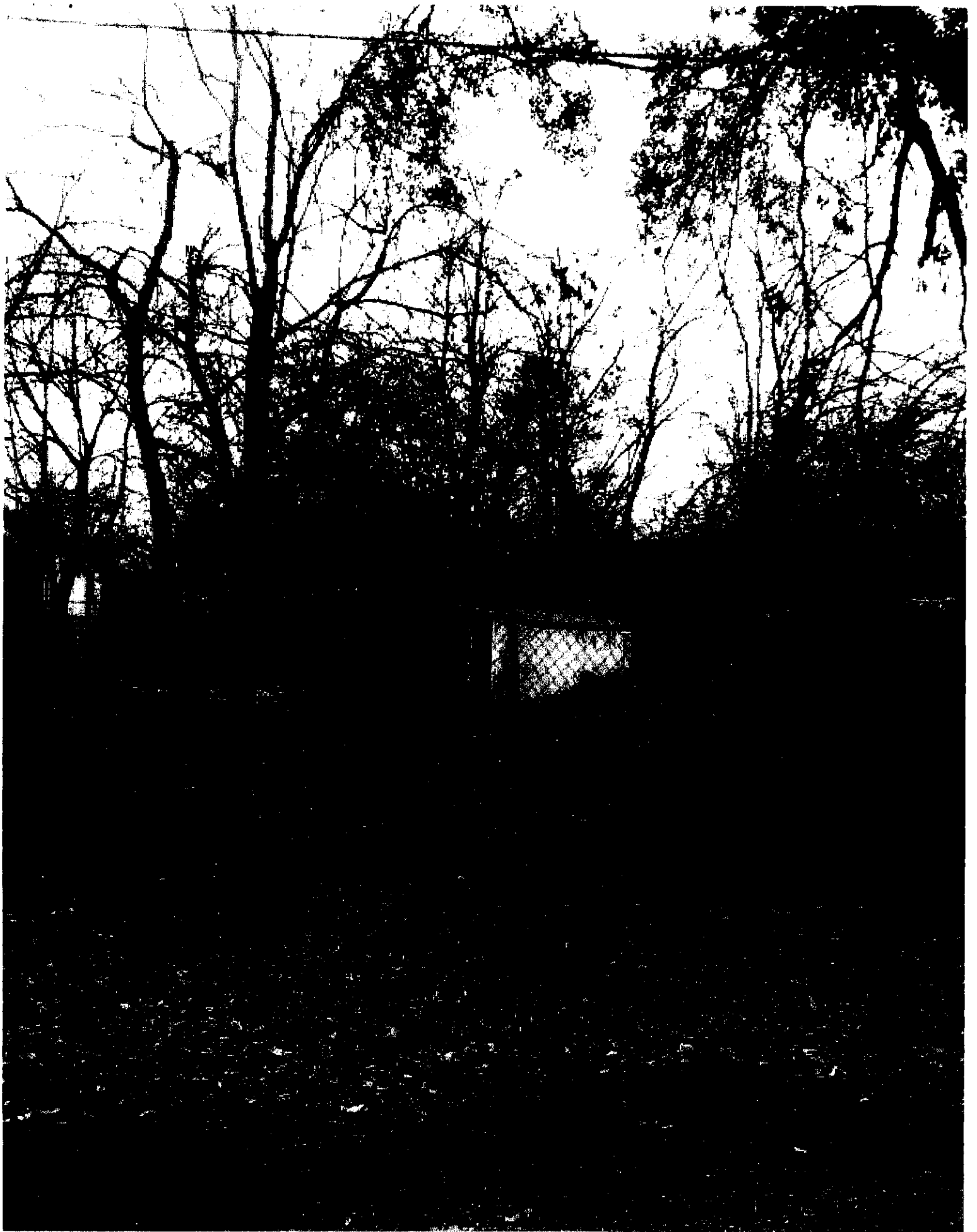
[Handwritten Signature: Dezi R. Hite Sr.]
[Handwritten Signature: Lisa A. Hite]











#13,539

**BID ANALYSIS
December 29, 2014**

FILED FOR RECORD
at 1:20 o'clock P M

JAN 13 2015
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

Cause #: TAX18116
Previous Owner: JOYCE CHILDS AND EDGAR C CHILDS

Acct#: R39980
Judgment Date: 9/28/2006
Property Value at Judgment: \$18,650.00
Property Value today: \$21,120.00
Date of Sale: 6/3/2014
Minimum Bid at Sale: \$12,898.78

Bid Amount: \$1,370.00
Date Bid Submitted: 12/2/2014

Bidders Name: **DEZI & LISA HITE**
Bidders Address: 1906 ROSEMARY
GREENVILLE TX 75401

Sale Deed Filed: 6/5/2014
Redemption Expires: 1/5/2015

PROPERTY DESCRIPTION

TRACT 1: BEING LOT 9, BLOCK 8, IN THE ANNA S. BECTON SUBDIVISION, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 565, PAGE 251, ON INSTRUMENT FILED MAY 10, 1999, AND CONSTABLES DEED RECORDED IN DOC # 2014-6668 FILED JUN 3 5, 2014 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF GREENVILLE UNDER ACCOUNT NUMBER R39980.

SITUS OR LOCATION PER HUNT CAD: 3600 BOURLAND, GREENVILLE, TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
GREENVILLE ISD	2000-2005	\$2,511.65
CITY OF GREENVILLE	2000-2005	\$1,309.96
HUNT COUNTY	2000-2005	\$ 986.45
HUNT MEMORIAL HD	2000-2005	\$ 367.52
TOTAL:		\$5,175.58

COSTS

Court Costs \$928.84 (Payable to Hunt County District Clerk)
Publication Fee: \$285.40 (Payable to Hunt County Treasurer)
Constable's Fee: \$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,312.24

PROPOSED DISTRIBUTION

Bid Amount: \$1,370.00 Costs: \$1,312.24
Net to Distribute: \$57.76

ENTITY AMOUNT TO DISBURSE

GREENVILLE ISD: (49%) \$28.30

CITY OF GREENVILLE (25%) \$14.44

HUNT COUNTY: (19%) \$10.97

HUNT MEMORIAL HD: (7%) \$4.05

(These amounts are contingent on verification of cost)

TOTAL: \$57.76